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

*Bureau of Drug and Alcohol Services*

Nicholas A. Toumpas  
 Commissioner

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November 10, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments to existing agreements with multiple vendors to continue providing substance use disorder treatment and recovery services statewide by increasing the price limitations by \$2,016,443 in the aggregate from \$26,943,129 to an amount not to exceed \$ \$28,959,572 and by extending the completion date from December 31, 2015 to March 31, 2016, effective January 1, 2016 or date of Governor and Executive Council approval, whichever is later. 52.7% Federal, 47.3% General.

Summary of contracted amounts by vendor:

Vendor	Current Budget Amount	Increase/ Decrease Amount	Revised Budget Amount
Child & Family Services, Manchester, NH	\$323,810.50	\$ 21,701.00	\$ 345,511.50
Concord Hospital, Concord, NH	\$280,421.00	\$ 18,602.00	\$ 299,023.00
Families First of the Greater Seacoast, Portsmouth, NH	\$121,227.00	\$ 7,231.00	\$ 128,458.00
Families in Transition, Manchester, NH	\$1,183,855.00	\$ 83,133.00	\$ 1,266,988.00
Grafton County, North Haverhill, NH	\$242,938.50	\$ 17,353.00	\$ 260,291.50
Greater Nashua Council on Alcoholism, Nashua, NH	\$4,843,837.00	\$ 376,501.00	\$ 5,220,338.00
Headrest, Inc., Lebanon, NH	\$900,075.00	\$ 62,863.00	\$ 962,938.00
Horizons Counseling Center, Inc., Gilford, NH	\$720,786.00	\$ 66,029.00	\$ 786,815.00
Manchester Alcoholism Rehabilitation Center, Manchester, NH	\$3,942,096.50	\$ 280,150.00	\$ 4,222,246.50
The Mental Health Center of Greater Manchester, Inc., Manchester, NH	\$114,899.00	\$ 6,779.00	\$ 121,678.00
Phoenix Houses of New England, Inc., Providence, RI	\$5,271,303.50	\$ 390,507.00	\$ 5,661,810.50

<b>Vendor</b>	<b>Current Budget Amount</b>	<b>Increase/Decrease Amount</b>	<b>Revised Budget Amount</b>
National Council on Alcoholism and Drug Dependence of Greater Manchester, Manchester, NH	\$1,577,404.00	\$ 130,000.00	\$ 1,707,404.00
Southeastern New Hampshire Alcohol and Drug Abuse Services, Dover, NH	\$4,674,426.00	\$ 332,459.00	\$ 5,006,885.00
Tri-County Community Action Program, Berlin, NH	\$2,463,504.50	\$ 204,382.00	\$ 2,667,886.50
The Youth Council, Nashua, NH	\$282,545.50	\$ 18,753.00	\$ 301,298.50
<b>Totals</b>	<b>\$26,943,129.00</b>	<b>\$ 2,016,443.00</b>	<b>\$ 28,959,572.00</b>

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

Please see attachment for fiscal details.

**EXPLANATION**

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

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

The Vendors were originally selected for these agreements through a competitive bid process. The original contracts for SFY 2013 were approved by Governor and Counsel on June 20, 2012, (Items 96, 97, 99 – 110, 112). Amendments for SFY 2014 were approved on June 5, 2013 (Item # 102A), except Grafton County approved on July 10, 2013 (Item # 50) and The Youth Council on June 19, 2013 (Item #134), Amendments for SFY 2015 were approved on June 28, 2014 (Item #99), and December 23, 2014 (Item #16) for two vendors (Tri County Community Action Program and Phoenix House of New England), and June 4, 2015 by the Attorney General for one vendor (Families in Transition), Amendments for July 1, 2015 to December 31, 2015 were approved on June 24, 2015 (Item #29), and Amendments to improve current services and to expand capacity were approved on August 26, 2015 (Item #17).

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



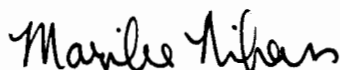
Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition,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

Area served: Statewide.

Source of Funds: 52.7% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 47.3% General Funds.

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

Respectfully submitted,



Marilee Nihan  
Deputy Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

Attachment A  
Financial Details

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

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

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$19,474	\$0	\$19,474
102-500734	Contracts for Prog Svc	2014	\$19,474	\$0	\$19,474
102-500734	Contracts for Prog Svc	2015	\$19,474	\$0	\$19,474
102-500734	Contracts for Prog Svc	2016	\$9,737	\$4,869	\$14,606
		<b>Sub-total</b>	<b>\$68,159</b>	<b>\$4,869</b>	<b>\$73,028</b>

Concord Hospital, Inc (Vendor #177653 B014)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$16,693	\$0	\$16,693
102-500734	Contracts for Prog Svc	2014	\$16,693	\$0	\$16,693
102-500734	Contracts for Prog Svc	2015	\$16,693	\$0	\$16,693
102-500734	Contracts for Prog Svc	2016	\$8,346.50	\$4,173	\$12,519.50
		<b>Sub-total</b>	<b>\$58,425.50</b>	<b>\$4,173</b>	<b>\$62,598.50</b>

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

<b>Class/Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$251,406	\$0	\$251,406
102-500734	Contracts for Prog Svc	2014	\$251,406	\$0	\$251,406
102-500734	Contracts for Prog Svc	2015	\$251,406	\$0	\$251,406
102-500734	Contracts for Prog Svc	2016	\$125,703	\$62,852	\$188,555
		<b>Sub-total</b>	<b>\$879,921</b>	<b>\$62,852</b>	<b>\$942,773</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$217,425	\$0	\$217,425
102-500734	Contracts for Prog Svc	2014	\$217,425	\$0	\$217,425
102-500734	Contracts for Prog Svc	2015	\$217,425	\$0	\$217,425
102-500734	Contracts for Prog Svc	2016	\$108,712	\$54,356	\$163,068
		<b>Sub-total</b>	<b>\$760,987</b>	<b>\$54,356</b>	<b>\$815,343</b>

Attachment A  
Financial Details

County of Grafton (Vendor #177397 B003)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$34,706	\$0	\$34,706
102-500734	Contracts for Prog Svc	2014	\$34,706	\$0	\$34,706
102-500734	Contracts for Prog Svc	2015	\$34,706	\$0	\$34,706
102-500734	Contracts for Prog Svc	2016	\$17,353	\$8,677	\$26,030
		<b>Sub-total</b>	<b>\$121,471</b>	<b>\$8,677</b>	<b>\$130,148</b>

Headrest, Inc (Vendor #175226 B001)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$56,413	\$0	\$56,413
102-500734	Contracts for Prog Svc	2014	\$56,413	\$0	\$56,413
102-500734	Contracts for Prog Svc	2015	\$56,413	\$0	\$56,413
102-500734	Contracts for Prog Svc	2016	\$28,206.50	\$14,103	\$42,309.50
		<b>Sub-total</b>	<b>\$197,445.50</b>	<b>\$14,103</b>	<b>\$211,548.50</b>

Horizons Counseling Center, Inc (Vendor #156808 B001)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$42,532	\$0	\$42,532
102-500734	Contracts for Prog Svc	2014	\$42,532	\$0	\$42,532
102-500734	Contracts for Prog Svc	2015	\$42,532	\$0	\$42,532
102-500734	Contracts for Prog Svc	2016	\$21,266	\$10,633	\$21,266
		<b>Sub-total</b>	<b>\$148,862</b>	<b>\$10,633</b>	<b>\$159,495</b>

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

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$6,083	\$0	\$6,083
102-500734	Contracts for Prog Svc	2014	\$6,083	\$0	\$6,083
102-500734	Contracts for Prog Svc	2015	\$6,083	\$0	\$6,083
102-500734	Contracts for Prog Svc	2016	\$3,041.50	\$1,520	\$3,041.50
		<b>Sub-total</b>	<b>\$21,290.50</b>	<b>\$1,520</b>	<b>\$22,810.50</b>

Attachment A  
Financial Details  
Phoenix Houses of New England, Inc. (Vendor #177589 B001)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$326,988	\$0	\$326,988
102-500734	Contracts for Prog Svc	2014	\$326,988	\$0	\$326,988
102-500734	Contracts for Prog Svc	2015	\$348,538	\$0	\$348,538
102-500734	Contracts for Prog Svc	2016	\$174,269	\$87,135	\$261,404
		<b>Sub-total</b>	<b>\$1,176,783</b>	<b>\$87,135</b>	<b>\$1,263,918</b>

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

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$97,024	\$0	\$97,024
102-500734	Contracts for Prog Svc	2014	\$97,024	\$0	\$97,024
102-500734	Contracts for Prog Svc	2015	\$97,024	\$0	\$97,024
102-500734	Contracts for Prog Svc	2016	\$48,512	\$24,256	\$72,768
		<b>Sub-total</b>	<b>\$339,584</b>	<b>\$24,256</b>	<b>\$363,840</b>

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

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$239,491	\$0	\$239,491
102-500734	Contracts for Prog Svc	2014	\$239,491	\$0	\$239,491
102-500734	Contracts for Prog Svc	2015	\$239,491	\$0	\$239,491
102-500734	Contracts for Prog Svc	2016	\$119,745.50	\$59,873	\$179,618.50
		<b>Sub-total</b>	<b>\$838,218.50</b>	<b>\$59,873</b>	<b>\$898,091.50</b>

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

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$137,281	\$0	\$137,281
102-500734	Contracts for Prog Svc	2014	\$137,281	\$0	\$137,281
102-500734	Contracts for Prog Svc	2015	\$181,036	\$0	\$181,036
102-500734	Contracts for Prog Svc	2016	\$90,518	\$45,259	\$135,777
		<b>Sub-total</b>	<b>\$546,116</b>	<b>\$45,259</b>	<b>\$591,375</b>

Attachment A  
Financial Details  
The Youth Council (Vendor #154886 B001)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$16,876	\$0	\$16,876
102-500734	Contracts for Prog Svc	2014	\$16,876	\$0	\$16,876
102-500734	Contracts for Prog Svc	2015	\$16,876	\$0	\$16,876
102-500734	Contracts for Prog Svc	2016	\$8,438	\$4,219	\$12,657
		<b>Sub-total</b>	\$59,066	\$4,219	\$63,285
		<b>Gov. Comm</b>	<b><u>\$5,216,329</u></b>	<b><u>\$381,925</u></b>	<b><u>\$5,598,254</u></b>

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

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

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$67,329	\$0	\$67,329
102-500734	Contracts for Prog Svc	2014	\$67,329	\$0	\$67,329
102-500734	Contracts for Prog Svc	2015	\$67,329	\$0	\$67,329
102-500734	Contracts for Prog Svc	2016	\$53,664.50	\$16,832	\$70,496.50
		<b>Sub-total</b>	\$255,651.50	\$16,832	\$272,483.50

Concord Hospital, Inc (Vendor #177653 B014)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$57,713	\$0	\$57,713
102-500734	Contracts for Prog Svc	2014	\$57,713	\$0	\$57,713
102-500734	Contracts for Prog Svc	2015	\$57,713	\$0	\$57,713
102-500734	Contracts for Prog Svc	2016	\$48,856.50	\$14,429	\$63,285.50
		<b>Sub-total</b>	\$221,995.50	\$14,429	\$236,424.50

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

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$28,922	\$0	\$28,922
102-500734	Contracts for Prog Svc	2014	\$28,922	\$0	\$28,922
102-500734	Contracts for Prog Svc	2015	\$28,922	\$0	\$28,922
102-500734	Contracts for Prog Svc	2016	\$34,461	\$7,231	\$41,692
		<b>Sub-total</b>	\$121,227	\$7,231	\$128,458

Families in Transition (Vendor #157730 B001)

Attachment A  
Financial Details

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$332,530	\$0	\$332,530
102-500734	Contracts for Prog Svc	2014	\$332,530	\$0	\$332,530
102-500734	Contracts for Prog Svc	2015	\$332,530	\$0	\$332,530
102-500734	Contracts for Prog Svc	2016	\$186,265	\$83,133	\$269,398
		<b>Sub-total</b>	<b>\$1,183,855</b>	<b>\$83,133</b>	<b>\$1,266,988</b>

County of Grafton (Vendor #177397 B003)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$34,705	\$0	\$34,705
102-500734	Contracts for Prog Svc	2014	\$34,705	\$0	\$34,705
102-500734	Contracts for Prog Svc	2015	\$34,705	\$0	\$34,705
102-500734	Contracts for Prog Svc	2016	\$17,352.50	\$8,676	\$26,028.50
		<b>Sub-total</b>	<b>\$121,467.50</b>	<b>\$8,676</b>	<b>\$130,143.50</b>

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$869,193	\$0	\$869,193
102-500734	Contracts for Prog Svc	2014	\$869,193	\$0	\$869,193
102-500734	Contracts for Prog Svc	2015	\$869,193	\$0	\$869,193
102-500734	Contracts for Prog Svc	2016	\$454,596.50	\$217,298	\$671,894.50
		<b>Sub-total</b>	<b>\$3,062,175.50</b>	<b>\$217,298</b>	<b>\$3,279,473.50</b>

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$1,139,520	\$0	\$1,139,520
102-500734	Contracts for Prog Svc	2014	\$1,139,520	\$0	\$1,139,520
102-500734	Contracts for Prog Svc	2015	\$1,139,520	\$0	\$1,139,520
102-500734	Contracts for Prog Svc	2016	\$664,290	\$322,145	\$664,290
		<b>Sub-total</b>	<b>\$4,082,850</b>	<b>\$322,145</b>	<b>\$4,404,995</b>

Headrest, Inc (Vendor #175226 B001)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$195,037	\$0	\$195,037
102-500734	Contracts for Prog Svc	2014	\$195,037	\$0	\$195,037
102-500734	Contracts for Prog Svc	2015	\$195,037	\$0	\$195,037
102-500734	Contracts for Prog Svc	2016	\$117,518.50	\$48,760	\$117,518.50
		<b>Sub-total</b>	<b>\$702,629.50</b>	<b>\$48,760</b>	<b>\$751,389.50</b>

Attachment A  
Financial Details

Horizons Counseling Center, Inc (Vendor #156808 B001)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$147,044	\$0	\$147,044
102-500734	Contracts for Prog Svc	2014	\$147,044	\$0	\$147,044
102-500734	Contracts for Prog Svc	2015	\$147,044	\$0	\$147,044
102-500734	Contracts for Prog Svc	2016	\$130,792	\$55,396	\$186,188
		<b>Sub-total</b>	<b>\$571,924</b>	<b>\$55,396</b>	<b>\$627,320</b>

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

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$21,031	\$0	\$21,031
102-500734	Contracts for Prog Svc	2014	\$21,031	\$0	\$21,031
102-500734	Contracts for Prog Svc	2015	\$21,031	\$0	\$21,031
102-500734	Contracts for Prog Svc	2016	\$30,515.50	\$5,259	\$30,515.50
		<b>Sub-total</b>	<b>\$93,608.50</b>	<b>\$5,259</b>	<b>\$98,867.50</b>

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

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$1,130,502	\$0	\$1,130,502
102-500734	Contracts for Prog Svc	2014	\$1,130,502	\$0	\$1,130,502
102-500734	Contracts for Prog Svc	2015	\$1,206,771	\$0	\$1,206,771
102-500734	Contracts for Prog Svc	2016	\$626,745.50	\$303,372	\$930,117.50
		<b>Sub-total</b>	<b>\$4,094,520.50</b>	<b>\$303,372</b>	<b>\$4,397,892.50</b>

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

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$335,444	\$0	\$335,444
102-500734	Contracts for Prog Svc	2014	\$335,444	\$0	\$335,444
102-500734	Contracts for Prog Svc	2015	\$335,444	\$0	\$335,444
102-500734	Contracts for Prog Svc	2016	\$231,488	\$105,744	\$231,488
		<b>Sub-total</b>	<b>\$1,237,820</b>	<b>\$105,744</b>	<b>\$1,343,564</b>

Attachment A  
Financial Details

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

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$1,090,345	\$0	\$1,090,345
102-500734	Contracts for Prog Svc	2014	\$1,090,345	\$0	\$1,090,345
102-500734	Contracts for Prog Svc	2015	\$1,090,345	\$0	\$1,090,345
102-500734	Contracts for Prog Svc	2016	\$565,172.50	\$272,586	\$837,757.50
		<b>Sub-total</b>	<b>\$3,836,207.50</b>	<b>\$272,586</b>	<b>\$4,108,793.50</b>

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

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$474,623	\$0	\$474,623
102-500734	Contracts for Prog Svc	2014	\$474,623	\$0	\$474,623
102-500734	Contracts for Prog Svc	2015	\$629,896	\$0	\$629,893
102-500734	Contracts for Prog Svc	2016	\$338,246.50	\$159,123	\$497,369.50
		<b>Sub-total</b>	<b>\$1,917,388.50</b>	<b>\$159,123</b>	<b>\$2,076,511.50</b>

The Youth Council (Vendor #154886 B001)

<b>Class/ Account</b>	<b><u>Title</u></b>	<b>State Fiscal Year</b>	<b>Current Modified Budget</b>	<b>Increase/ Decrease</b>	<b>Revised Modified Budget</b>
102-500734	Contracts for Prog Svc	2013	\$58,137	\$0	\$58,137
102-500734	Contracts for Prog Svc	2014	\$58,137	\$0	\$58,137
102-500734	Contracts for Prog Svc	2015	\$58,137	\$0	\$58,137
102-500734	Contracts for Prog Svc	2016	\$49,068.50	\$14,534	\$63,602.50
		<b>Sub-total</b>	<b>\$223,479.50</b>	<b>\$14,534</b>	<b>\$238,013.50</b>
		<b>Clinical Svcs</b>	<b>\$21,726,800</b>	<b>\$1,634,518</b>	<b>\$23,361,318</b>
			<b>\$26,943,129</b>	<b>\$2,016,443</b>	<b>\$28,959,572</b>





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

**State of New Hampshire  
Department of Health and Human Services  
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #103) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), and (Amendment #4 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$345,511.50.
4. Amend Exhibit B Amendment #4 by striking:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$43,401.50 as follows:

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



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

And inserting in its place:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$65,102.50 as follows:

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

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

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

State of New Hampshire  
Department of Health and Human Services

11/13/15  
Date

Marilee Nihan  
NAME Marilee Nihan  
TITLE Deputy Commissioner

Child and Family Services of New Hampshire

11/6/15  
Date

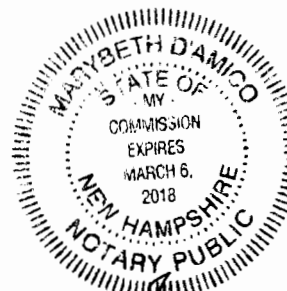
[Signature]  
NAME BRITA ALVAREZ DE TOLEDO  
TITLE PRESIDENT & CEO

Acknowledgement:

State of New Hampshire, County of Hillsborough on 11/6/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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



Contractor Initials: [Signature]  
Date: 11/6/15



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

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

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

[Signature]  
Name: Megan A. [Signature]  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

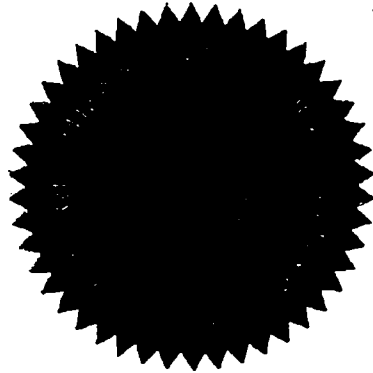
\_\_\_\_\_  
Date

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

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 25, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of CHILD AND FAMILY SERVICES OF NH  
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 1/28/2014:  
(Date)

**RESOLVED:** That this corporation enters into a contract with the State of New Hampshire, acting through its  
Department of Health and Human Services.

**RESOLVED:** That the PRESIDENT AND CEO  
(Title of Contract Signatory)

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 6th day of November.



(Signature of the Elected Officer)

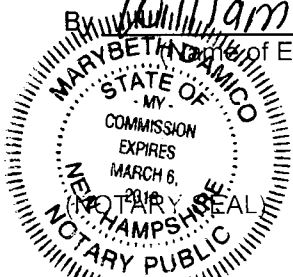
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 6th day of November 2015.

William Conrad  
(Name of Elected Officer of the Agency)

Marybeth D'Amico  
(Notary Public/Justice of the Peace)



Commission Expires: 3/6/2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/25/2015

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		<b>CONTACT NAME:</b> Linda Dacey, CIC <b>PHONE (A/C No. Ext):</b> (603) 669-3218 <b>FAX (A/C No.):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> ldacey@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>NAIC #</b> 18058	
<b>INSURED</b> Child & Family Services of New Hampshire Po Box 448 Manchester NH 03105		<b>INSURER B:</b> NY Marine & General Ins Co <b>NAIC #</b> 16608	
		<b>INSURER C:</b> Travelers Ins. Co. <b>NAIC #</b> -	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 15-16 All **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1197406	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1197406	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB464946	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC201500008674 (3a.) NH All officers included	4/4/2015	4/4/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Fidelity & Forgery			105912196	4/1/2013	4/1/2016	Limit \$200,000
A	Professional Liability			PHPK1197406	7/1/2015	7/1/2016	Aggregate \$2,000,000

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

<b>CERTIFICATE HOLDER</b> (603) 271-4232 Eric.borrin@dhhs.state.nh.  State of New Hampshire Department of Health and Human Services Contracts and Procurement Unit Brown Building 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE T Franggos/JSC <i>Jalitho Franggos</i>
---	--

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toll free 800-640-6486 www.cfsnh.org

## MISSION STATEMENT

Child and Family Services is dedicated to advancing the well-being of children by providing an array of services to strengthen family life and by promoting community commitment to the needs of children.

**Child and Family Services of New Hampshire**  
**Consolidated Financial Statements**  
**For the Year Ended December 31, 2014**  
**(With Independent Auditors' Report Thereon)**



## TABLE OF CONTENTS

	<u>Page</u>
<b>INDEPENDENT AUDITORS' REPORT:</b>	1
<b>BASIC FINANCIAL STATEMENTS:</b>	
Consolidated Statement of Financial Position	4
Consolidated Statement of Activities	5
Consolidated Statement of Functional Expenses	6
Consolidated Statement of Cash Flows	7
Notes to Consolidated Financial Statements	8
<b>SUPPLEMENTAL INFORMATION:</b>	
Consolidated Schedule of Operating Expenses	26

## Independent Auditors' Report

To the Board of Trustees  
Child and Family Services of New Hampshire

Additional Offices:

Nashua, NH  
Andover, MA  
Greenfield, MA  
Ellsworth, ME

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Child and Family Services of New Hampshire, which comprise the consolidated statement of financial position as of December 31, 2014, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Financial Statements**

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

### **Auditor's Responsibility**

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not

for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

## **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2014, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Report on Summarized Comparative Information**

The prior year summarized comparative information has been derived from the consolidated financial statements of Child and Family Services of New Hampshire for the year ended December 31, 2013, which were audited by another auditor who expressed an unmodified opinion on those statements in their report dated March 19, 2014.

## **Other Matters**

### *Emphasis of Matter*

As discussed above, the financial statements Child and Family Services of New Hampshire as of December 31, 2013, and for the year then ended were audited by other auditors. As described in Note 17, these financial statements have been restated. We audited the adjustments described in Note 17 that were applied to restate the 2013 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. However, we were not engaged to audit, review, or apply any procedures to the 2013 financial statements of the Organization other than with respect to such adjustments and, accordingly we do not express an opinion or any other form of assurance on the 2013 financial statements taken as a whole.

### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedule of Operating Expenses

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

*Other Reporting Required by Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2015 on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

*Melanson Heath*

March 31, 2015

Child and Family Services of New Hampshire

Consolidated Statement of Financial Position

December 31, 2014

(with comparative totals as of December 31, 2013)

ASSETS	Unrestricted	Temporarily Restricted	Permanently Restricted	2014		2013	
				Total	Total	Total	Total
Current Assets:							
Cash and cash equivalents	\$ 516,259	\$ 374,261	\$ -	\$ 890,520	\$ 329,616		
Accounts receivable, net	640,899	-	-	640,899	826,082		
Prepaid expenses	197,640	-	-	197,640	171,481		
Other current assets	-	-	-	-	60,175		
Total Current Assets	1,354,798	374,261	-	1,729,059	1,387,354		
Investments	14,963,027	594,052	1,353,913	16,910,992	16,978,687		
Beneficial interest held in trust	-	-	1,865,853	1,865,853	1,872,875		
Property and equipment, net	5,387,494	987,343	-	6,374,837	7,048,577		
TOTAL ASSETS	\$ 21,705,319	\$ 1,955,656	\$ 3,219,766	\$ 26,880,741	\$ 27,287,493		
<u>LIABILITIES AND NET ASSETS</u>							
Current Liabilities:							
Accounts payable	\$ 141,912	\$ -	\$ -	\$ 141,912	\$ 206,247		
Annuities payable	-	-	-	-	362		
Accrued payroll and related expenses	472,297	-	-	472,297	622,888		
Capital lease payable	-	-	-	-	13,988		
Bonds payable	120,000	-	-	120,000	115,000		
Total Current Liabilities	734,209	-	-	734,209	958,485		
Bonds payable, net of current portion	4,725,005	-	-	4,725,005	4,845,000		
Deferred loans - NHHFA	1,250,000	-	-	1,250,000	1,250,000		
Interest rate swap agreements	1,326,080	-	-	1,326,080	937,081		
TOTAL LIABILITIES	8,035,294	-	-	8,035,294	7,990,566		
Net Assets:							
Donor restricted	-	1,955,656	3,219,766	5,175,422	5,160,017		
Board designated	14,963,027	-	-	14,963,027	15,147,278		
Unrestricted	(1,293,002)	-	-	(1,293,002)	(1,010,368)		
Total Net Assets	13,670,025	1,955,656	3,219,766	18,845,447	19,296,927		
TOTAL LIABILITIES AND NET ASSETS	\$ 21,705,319	\$ 1,955,656	\$ 3,219,766	\$ 26,880,741	\$ 27,287,493		

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

Child and Family Services of New Hampshire

Consolidated Statement of Activities

For the Year Ended December 31, 2014  
(with comparative totals for the year ended December 31, 2013)

	Unrestricted	Temporarily Restricted	Permanently Restricted	2014 Total	2013 Total
<b>Support and Revenue:</b>					
<b>Support:</b>					
Contributions	\$ 836,440	\$ 429,515	\$ 105,399	\$ 1,371,354	\$ 1,491,599
Government grants	7,397,947	-	-	7,397,947	8,394,288
In-kind contributions	178,220	-	-	178,220	120,954
Income from special events, net	217,281	-	-	217,281	299,357
<b>Revenue:</b>					
Service fees	1,673,390	-	-	1,673,390	1,862,787
Other	5,143	-	-	5,143	9,499
<b>Net assets released from restriction:</b>					
Program releases	449,602	(449,602)	-	-	-
Capital campaign releases	74,665	(74,665)	-	-	-
Endowment releases	69,385	(69,385)	-	-	-
Endowment transfer to support operations	718,287	-	-	718,287	694,226
<b>Total Support and Revenue</b>	<b>11,620,360</b>	<b>(164,137)</b>	<b>105,399</b>	<b>11,561,622</b>	<b>12,872,710</b>
<b>Operating Expenses:</b>					
Program	10,639,525	-	-	10,639,525	11,727,966
Management and general	720,679	-	-	720,679	834,321
Fundraising	352,913	-	-	352,913	453,384
<b>Total Operating Expenses</b>	<b>11,713,117</b>	<b>-</b>	<b>-</b>	<b>11,713,117</b>	<b>13,015,671</b>
Change in net assets before non-operating items	(92,757)	(164,137)	105,399	(151,495)	(142,961)
<b>Non-Operating Items:</b>					
Investment income	463,247	81,165	-	544,412	2,545,288
Gain on sale of assets	269,892	-	-	269,892	-
Unrealized gain (loss) on interest rate swap	(388,999)	-	-	(388,999)	621,873
Change in beneficial interest	-	-	(7,022)	(7,022)	136,020
Interest income	19	-	-	19	-
Endowment transfer to support operations	(718,287)	-	-	(718,287)	(694,226)
<b>Total Non-Operating Items</b>	<b>(374,128)</b>	<b>81,165</b>	<b>(7,022)</b>	<b>(299,985)</b>	<b>2,608,955</b>
Change in net assets	(466,885)	(82,972)	98,377	(451,480)	2,465,994
Net Assets, Beginning of Year, as restated	14,136,910	2,038,628	3,121,389	19,296,927	16,830,933
Net Assets, End of Year	\$ 13,670,025	\$ 1,955,656	\$ 3,219,766	\$ 18,845,447	\$ 19,296,927

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

**Child and Family Services of New Hampshire**

**Consolidated Statement of Functional Expenses**

**For the Year Ended December 31, 2014**

(with comparative totals for the year ended December 31, 2013)

	Program Services	General and Administrative	Fundraising	2014 Total	2013 Total
Personnel expense:					
Salaries and wages	\$ 5,917,937	\$ 475,905	\$ 230,734	\$ 6,624,576	\$ 7,454,546
Employee benefits	677,987	71,568	32,983	782,538	911,862
Payroll related costs	677,001	48,704	18,662	744,367	803,127
Mileage reimbursement	544,598	-	-	544,598	644,793
Contracted services	261,930	11,426	11,507	284,863	448,884
Subtotal personnel expense	<u>8,079,453</u>	<u>607,603</u>	<u>293,886</u>	<u>8,980,942</u>	<u>10,263,212</u>
Accounting	-	39,445	-	39,445	38,050
Assistance to individuals	676,459	-	-	676,459	773,845
Communications	165,557	1,114	9,423	176,094	198,213
Conferences, conventions, meetings	28,393	12,525	1,969	42,887	40,198
Depreciation	346,757	5,932	-	352,689	362,791
In kind contributions	173,424	4,668	128	178,220	120,954
Insurance	80,212	2,952	2,060	85,224	73,486
Interest	319,006	173	-	319,179	327,721
Legal	-	1,668	-	1,668	19,086
Membership dues	10,695	8,159	1,910	20,764	17,907
Miscellaneous	38,793	1,584	1,598	41,975	52,713
Occupancy	498,706	9,382	8,690	516,778	453,636
Printing and publications	29,098	947	28,813	58,858	68,857
Rental and equipment maintenance	125,591	21,313	-	146,904	105,590
Supplies	67,381	2,528	1,962	71,871	95,801
Travel	-	686	2,474	3,160	3,611
Total Functional Expenses	<u>\$ 10,639,525</u>	<u>\$ 720,679</u>	<u>\$ 352,913</u>	<u>\$ 11,713,117</u>	<u>\$ 13,015,671</u>

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

## Child and Family Services of New Hampshire

Consolidated Statement of Cash Flows  
For the Year Ended December 31, 2014  
(with comparative totals for the year ended December 31, 2013)

	<u>2014</u>	<u>2013</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ (451,480)	\$ 2,465,994
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	352,689	362,791
Restricted contributions	(105,398)	(240,040)
Realized (gain) loss on investments	(51,821)	(435,757)
Unrealized (gain) loss on investments	642,325	(1,191,301)
Change in beneficial interest in trust	7,022	(136,020)
Change in interest rate swap	388,999	(621,872)
(Gain) loss on sale of asset	(269,892)	-
Changes in operating assets and liabilities:		
Accounts receivable	185,183	123,645
Prepaid expenses	(26,159)	(40,814)
Other current liabilities	60,175	14,668
Accounts payable	(64,335)	75,620
Accrued expenses	<u>(150,591)</u>	<u>53,240</u>
Net Cash Provided By Operating Activities	516,717	430,154
<u>Cash Flows From Investing Activities:</u>		
Reinvested income	(522,809)	(396,458)
Proceeds from sale of fixed assets	731,894	-
Purchase of fixed assets	<u>(140,951)</u>	<u>(95,279)</u>
Net Cash Provided By (Used By) Investing Activities	68,134	(491,737)
<u>Cash Flows From Financing Activities:</u>		
Cash restricted for HEFA trust	-	30,000
Restricted contributions	105,398	240,040
Cash advance on line of credit	5,850,785	5,348,845
Payment on line of credit	(5,850,785)	(5,348,845)
Payment of long term debt	(128,983)	(133,181)
Payment on annuity	<u>(362)</u>	<u>(1,125)</u>
Net Cash Provided By (Used By) Financing Activities	<u>(23,947)</u>	<u>135,734</u>
Net Change in Cash and Cash Equivalents	560,904	74,151
Cash and Cash Equivalents, Beginning	<u>329,616</u>	<u>255,465</u>
Cash and Cash Equivalents, Ending	<u>\$ 890,520</u>	<u>\$ 329,616</u>
<b>SUPPLEMENTAL INFORMATION:</b>		
Interest Paid	<u>\$ 339,881</u>	<u>\$ 319,434</u>

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



## Child and Family Services of New Hampshire

### Notes to Consolidated Financial Statements

For the Year Ended December 31, 2014

#### 1. Description of Organization

Child and Family Services of New Hampshire (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into four basic categories:

##### 1. **Early Childhood – Family Support & Education Services**

Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 573 young children starting life at a disadvantage, received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

**Early Support and Services** – Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize baby's cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, daycare, playground, etc.).

**Home Visiting Services** – A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

**Adoption** – A licensed child-placing agency, the organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birth-parents who are considering the adoption option.

## **2. Children, Youth, and Family - Intervention and Treatment Programs**

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

**Foster care** – The Organization works with the State of New Hampshire in placing children who've been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

**Home Based Services** – The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

## **3. Runaway and Homeless Youth Services**

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

## **4. Senior Care and Independent Living**

The Organization helps seniors and individuals with chronic illness or disability, to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning, to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Additionally, the Organization runs two unique programs:

**Camp Spaulding** – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident

camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily operations and summer programming. This collaboration will combine a 94 year camp history, and exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

**The New Hampshire Children's Lobby** – Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Child and Family Services. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice, uniquely positions the Organization to serve the best interest of New Hampshire children.

## 2. Significant Accounting Policies

The Organization prepares its consolidated financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (GAAP) for nonprofit organizations. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the consolidated financial statements.

### ***Net Assets***

The consolidated financial statements report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

#### ***Unrestricted Net Assets***

Unrestricted net assets are resources available to support operations. The only limits on the use of unrestricted net assets are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its organizing documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

#### ***Temporarily Restricted Net Assets***

Temporarily restricted net assets are resources that are restricted by donors for use for a particular purpose or in a particular future period. The Organization's unspent contributions are classified in this net asset class if the donor limited their use, as are the unspent appreciation of its donor-restricted endowment funds.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the consolidated financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets.

### ***Permanently Restricted Net Assets***

Permanently restricted net assets are resources whose use by the Organization is limited by donor-imposed restrictions that neither expire by being used in accordance with a donor's restriction nor by the passage of time. The portion of the Organization's donor-restricted funds that must be maintained in perpetuity are classified in this net asset class, as is the Organization's beneficial interest in perpetual charitable trusts. Unless restricted by the donor, income earned on permanently restricted net assets is expendable to support operations, subject to certain restrictions.

All revenues and net gains are reported as increases in unrestricted net assets in the Statement of Activities unless the use of the related resources is subject to temporary or permanent donor restrictions. All expenses and net losses other than losses on endowment investments are reported as decreases in unrestricted net assets. Net losses on endowment investments reduce temporarily restricted net assets to the extent that temporarily restricted net gains from prior years are unspent and classified there; remaining losses are classified as decreases in unrestricted net assets. If an endowment fund has no net gains from prior years, such as when a fund is newly established, net losses are classified as decreases in unrestricted net assets.

### ***Principles of Consolidation***

The consolidated financial statements of the Organization include the accounts of Child and Family Services of New Hampshire and Child and Family Realty Corporation, a commonly controlled organization. All inter-organization transactions have been eliminated.

### ***Cash Equivalents***

Cash equivalents are short term, interest bearing, highly liquid investments with original maturities of three months or less, unless the investments are held for meeting donor restrictions. Temporarily restricted cash investments held within investment portfolios are excluded from cash equivalents.

### ***Investments***

The Organization maintains pooled investment accounts for its restricted endowments. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

### ***Accounts Receivable and Revenue***

Accounts receivable is recognized when qualifying costs are incurred for cost reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget Circular A-133 and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

### ***Allowance for Doubtful Accounts***

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended December 31, 2014, management has taken into account a variety of factors.

### ***Beneficial Interest***

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in the trust is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from the trust assets are restricted to use and are reported as increases in temporarily restricted net assets until expended in accordance with restrictions. The value of the beneficial interest in the trust is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in permanently restricted net assets because the trust assets will never be distributed to the Organization.

### ***Property and Equipment***

Property and equipment is reported at cost, if purchased, and at fair value at the date of donation, if donated. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment, are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Property and equipment is capitalized if it has a cost of \$1,000 or more and a useful life when acquired of more than one year. Repairs and maintenance

that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Buildings and improvements	15 – 50 years
Furniture, fixtures, and equipment	5 – 10 years
Vehicles	5 years
Software	5 years

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the consolidated financial statements in the current period.

### ***Accounting for Contributions***

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

### ***Gifts-in-Kind Contributions***

The Organization periodically receives contributions in a form other than cash. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of

time and services to the Organization's program operations and in its fundraising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in the consolidated financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

### ***Expense Recognition and Allocation***

The cost of providing the Organization's programs and other activities is summarized on a functional basis in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

### ***Use of Estimates***

The preparation of the consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities at the date of the consolidated financial statements. On an ongoing basis, the Organization's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Organization's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

### ***Tax Status***

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

Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

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

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

### ***Reclassifications***

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

### ***Fair Value Measurements***

The Organization reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by Generally Accepted Accounting Principles, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- *Level 1.* Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.
- *Level 2.* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:
  - quoted prices for similar assets or liabilities in active markets;
  - quoted prices for identical or similar assets in markets that are not active;
  - observable inputs other than quoted prices for the asset or liability (for example, interest rates and yield curves); and
  - inputs derived principally from, or corroborated by, observable market data by correlation or by other means.
- *Level 3.* Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.



When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional promises to give and in-kind contributions).

The primary uses of fair value measures in the Organization's consolidated financial statements are:

- initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- recurring measurement of endowment investments (Note 4).
- recurring measurement of beneficial interests in trusts (Note 6).

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

The carrying amount of the Organization's deposits with financial institutions was \$890,520 at December 31, 2014. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at December 31, 2014. The bank balance is categorized as follows:

Insured by FDIC	\$ 327,796
Uninsured and uncollateralized	<u>564,264</u>
Total Bank Balance	<u>\$ 892,060</u>

### 4. Investments

Investments at fair value consist of the following at December 31, 2014:

Mutual funds	\$ 16,578,298
U.S Treasury obligations	<u>332,694</u>
Total	<u>\$ 16,910,992</u>

Under the terms of the Organization's line of credit agreement (Note 8), the Organization has agreed not to pledge these investments as security on any other debt.

For the years ended December 31, 2014 and 2013, expenses relating to investment revenues, including management fees, amounted to \$91,915 and \$86,474, respectively, and have been netted against investment revenues in the accompanying statements of activities.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees is 5% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the December 31, 2014. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

*Mutual funds:* Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

*U.S. Treasury Obligations:* Determined by the closing bid price on the last business day of the fiscal year if actively traded.

## 5. Accounts Receivable

Receivables consisted of the following at December 31:

	2014			2013		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants receivable	\$ 539,091	\$ (4,727)	\$ 534,364	\$ 639,140	\$ (6,805)	\$ 632,335
Fees for service	107,813	(1,428)	106,385	193,747	-	193,747
Travel advances	150	-	150	-	-	-
	<u>\$ 647,054</u>	<u>\$ (6,155)</u>	<u>\$ 640,899</u>	<u>\$ 832,887</u>	<u>\$ (6,805)</u>	<u>\$ 826,082</u>

## 6. Beneficial Interest Held in Trust

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). One of the funds was established in 2005. Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the

discretion of the NHCF Board of Directors. The Organization has received distributions from the funds over the last two years.

At December 31, 2014 and 2013, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$833,116 and \$823,141, respectively. The Organization received \$24,247 and \$28,983 from the funds in 2014 and 2013, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

<u>Trust</u>	<u>Percentage Interest</u>	<u>2014</u>	<u>2013</u>
Greenleaf	100%	\$ 405,687	\$ 412,530
Spaulding	100%	351,865	358,793
Cogswell	50%	<u>275,185</u>	<u>278,411</u>
Total		\$ <u>1,032,737</u>	\$ <u>1,049,734</u>

In 2014 and 2013, income distributed by these trusts was \$18,881 and \$39,498, respectively. Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Balance at December 31, 2012	\$ 1,736,855
Change in value of beneficial interest	<u>136,020</u>
Balance at December 31, 2013	1,872,875
Change in value of beneficial interest	<u>(7,022)</u>
Balance at December 31, 2014	\$ <u>1,865,853</u>

**7. Property, Equipment and Depreciation**

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

	<u>2014</u>	<u>2013</u>
Land and land improvements	\$ 1,114,949	\$ 1,144,949
Buildings and improvements	7,413,804	8,686,995
Furniture, fixtures and equipment	662,586	1,879,897
Vehicles	97,022	128,606
Software	<u>166,590</u>	<u>168,608</u>
Subtotal	9,454,951	12,009,055
Less: accumulated depreciation	<u>(3,080,114)</u>	<u>(4,960,478)</u>
Total	<u>\$ 6,374,837</u>	<u>\$ 7,048,577</u>

**8. Line of Credit**

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2014, and was extended through June 30, 2015. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.25% at December 31, 2014), adjusted at each change in the index. At December 31, 2014 the balance on this line of credit was \$0.

**9. Bonds Payable**

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2014 and 2013 is added to interest expense in the statement of functional expense. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2014 and 2013, the Organization recorded the swap liability position of approximately \$1,326,080 and \$937,081, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2014, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

<u>Year</u>	<u>Amount</u>
2015	\$ 120,000
2016	125,000
2017	135,000
2018	140,000
2019	140,000
Thereafter	<u>4,185,005</u>
	<u>\$ 4,845,005</u>

**10. Deferred Loans - NHHFA**

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

**11. Endowment Funds:**

The Organization's endowment consists of various individual funds established for a variety of purposes. Its endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

**Board-designated Investments**

As of December 31, 2014, the Board of Trustees had designated \$14,963,027 of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

**Donor-designated Endowments**

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in

making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

### **Funds with Deficiencies**

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. In accordance with generally accepted accounting principles, deficiencies of this nature are required to be restored from either temporarily restricted or unrestricted net assets, depending on donor stipulations. These deficiencies result from unfavorable market fluctuations that occur causing the original donor restricted contribution, plus accumulated investment earnings that, in accordance with donor stipulations, are required to be added to the original contribution, to fall below the accumulated balances. Donor stipulations for permanently restricted-income restricted funds require the reclassification of realized and unrealized earnings to temporarily restricted net assets. Based on donor stipulations there are no temporarily or permanently restricted funds in deficit.

### **Investment Policy**

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical, and therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

## Spending Policy

The spending policy is 5% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of the endowment investments as of December 31, 2014, is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Donor-restricted endowment funds	\$ -	\$ 594,052	\$ 1,353,913	\$ 1,947,965
Board-designated endowment funds	<u>14,963,027</u>	<u>-</u>	<u>-</u>	<u>14,963,027</u>
Total funds	<u>\$ 14,963,027</u>	<u>\$ 594,052</u>	<u>\$ 1,353,913</u>	<u>\$ 16,910,992</u>

Changes in endowment net assets as of December 31, 2014 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Endowment net assets, beginning of year	\$ 15,147,901	\$ 582,272	\$ 1,248,514	\$ 16,978,687
Contributions	-	-	105,399	105,399
Investment income	463,247	81,165	-	544,412
Net assets released from restriction	(718,287)	(69,385)	-	(787,672)
Timing variances	<u>70,166</u>	<u>-</u>	<u>-</u>	<u>70,166</u>
Endowment net assets, end of year	<u>\$ 14,963,027</u>	<u>\$ 594,052</u>	<u>\$ 1,353,913</u>	<u>\$ 16,910,992</u>

## 12. Temporarily Restricted Net Assets

Temporarily restricted net assets at December 31 were comprised the following:

	<u>2014</u>	<u>2013</u>
Program restrictions:		
Camp	\$ 48,702	\$ 49,194
Child abuse prevention	96,079	154,658
Family counseling	19,594	42,438
Homecare	61,299	19,482
Teen and youth	<u>148,587</u>	<u>128,577</u>
Subtotal	374,261	394,349
Capital campaign restrictions:		
Camp Pavillion	282,178	290,427
Camp Spaulding	398,552	448,328
Teen center	82,005	91,839
Union Street	<u>224,608</u>	<u>231,413</u>
Subtotal	987,343	1,062,007
Cumulative appreciation on permanently restricted net assets	<u>594,052</u>	<u>582,272</u>
Total	<u>\$ 1,955,656</u>	<u>\$ 2,038,628</u>



**13. Net Assets Released from Restriction**

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose.

**14. Defined Contribution Plan**

The Organization sponsored a defined contribution plan (the Plan) that covered all employees at day of hire and who were at least twenty-one years of age. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2014 and 2013, respectively.

**15. Operating Leases**

The Organization leases office space under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2018. The Organization also rents additional facilities on a month to month basis.

Rent expense under these agreements totaled \$120,966 and \$123,341 for the years ended December 31, 2014 and 2013, respectively.

Estimated future minimum lease payments on the above leases are as follows:

<u>Year</u>	<u>Amount</u>
2015	\$ 82,707
2016	82,707
2017	16,217
2018	3,621
Total	<u>\$ 185,252</u>

**16. Concentrations of Risk**

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment

securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position.

**17. Beginning Net Assets Restatement**

In fiscal year 2014, the Organization determined that certain funds previously categorized as temporarily restricted net assets were not subject to donor restrictions. In addition, deferred loans from NHHFA were restated to properly reflect their face value. Accordingly, beginning net assets as of December 31, 2014 have been restated in order to properly reflect donor restricted net assets, as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net Assets, Beginning of Year	\$ 14,136,915	\$ 2,943,580	\$ 3,121,389	\$ 20,201,884
Reclassify program funds	904,952	(904,952)	-	-
Restate deferred loan balances	<u>(904,957)</u>	<u>-</u>	<u>-</u>	<u>(904,957)</u>
Net Assets, Beginning of Year, as restated	<u>\$ 14,136,910</u>	<u>\$ 2,038,628</u>	<u>\$ 3,121,389</u>	<u>\$ 19,296,927</u>

**18. Subsequent Events**

Subsequent events have been evaluated through March 31, 2015, which is the date the consolidated financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the consolidated financial statements would be required.

Child and Family Services of New Hampshire

Consolidated Schedule of Operating Expenses

For the Year Ended December 31, 2014

(with comparative totals for the year ended December 31, 2013)

	Family Counseling	Teen and Youth	Child Abuse & Family Prevention	Child Abuse Prevention	Early Intervention	Homecare	Residential	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	General and Administration	Fundraising	2014 Total	2013 Total
Salaries	\$ 468,954	\$ 788,545	\$ 1,705,494	\$ 1,154,029	\$ 241,141	\$ 1,340,574	\$ 11,331	\$ 74,829	\$ 76,131	\$ 76,809	\$ 5,917,937	\$ 475,905	\$ 230,734	\$ 6,624,576	\$ 7,454,546
Employee benefits	61,141	97,400	217,813	164,236	42,113	72,501	372	13,100	6,302	3,009	677,987	71,668	32,983	782,538	911,862
Payroll related costs	47,842	84,486	183,781	133,370	24,747	165,059	26,804	6,900	6,335	6,667	677,001	48,704	18,662	744,367	803,127
Mileage reimbursements	13,253	73,430	290,374	81,313	19,841	56,483	801	2,883	521	5,799	544,598	-	-	544,598	644,793
Contracted services	37,626	15,634	25,861	117,415	41,078	6,520	467	7,983	949	8,398	261,930	11,426	11,507	284,863	448,884
Assistance to individuals	22,135	243,623	108,231	267,165	-	6,973	28	12,323	-	14,981	676,459	-	-	676,459	773,845
Communications	11,736	34,316	52,859	32,781	5,771	16,796	732	4,856	1,440	4,270	165,557	1,114	9,423	176,094	196,213
Conferences, conventions, meetings	3,489	4,524	3,388	11,258	1,157	373	7	102	638	3,447	28,393	12,525	1,969	42,887	40,198
Depreciation	26,034	54,817	102,594	70,334	14,173	59,850	2,161	4,889	3,638	8,267	346,757	5,932	-	352,689	362,791
In kind contributions	-	85,633	83,678	3,494	-	-	-	-	-	419	173,424	4,668	128	178,220	120,954
Insurance	4,615	12,822	25,643	20,457	3,281	10,120	853	947	756	738	60,212	2,952	2,060	85,224	73,486
Interest	24,119	50,470	101,630	67,999	14,136	63,668	1,760	4,630	3,438	(12,284)	319,006	173	-	319,179	327,721
Membership dues	489	1,668	1,976	4,878	246	735	72	72	607	37	10,695	6,169	-	20,764	17,907
Miscellaneous	2,856	5,351	9,841	9,515	1,657	183	183	484	361	1,843	38,793	1,584	1,598	41,975	52,713
Occupancy	38,618	79,865	134,555	86,351	9,405	33,177	9,987	7,103	3,124	96,521	488,706	9,382	8,690	516,778	453,636
Printing and publications	2,119	2,208	5,364	6,113	793	6,197	5	346	640	3,313	29,098	947	28,813	58,858	68,657
Professional fees	-	-	-	-	-	-	-	-	-	-	-	41,113	-	41,113	57,136
Rental and equipment maintenance	15,402	22,050	36,008	33,631	5,021	6,818	826	2,462	1,650	1,823	125,591	21,313	-	148,904	105,560
Supplies	3,363	20,168	11,754	14,712	922	8,308	96	904	853	6,301	67,381	2,528	1,962	71,871	95,801
Travel	-	-	-	-	-	-	-	-	-	-	-	686	2,474	3,160	3,611
Current year totals	\$ 783,780	\$ 1,657,020	\$ 3,102,044	\$ 2,280,351	\$ 425,562	\$ 1,850,864	\$ 55,440	\$ 144,623	\$ 107,383	\$ 232,458	\$ 10,639,525	\$ 720,679	\$ 352,913	\$ 11,719,117	\$ 13,015,671
Prior year totals	\$ 911,726	\$ 1,716,126	\$ 3,652,550	\$ 2,004,988	\$ 408,720	\$ 1,952,380	\$ 578,849	\$ 133,858	\$ 108,281	\$ 260,488	\$ 11,727,966	\$ 834,321	\$ 453,384	\$ 13,015,671	\$ 13,015,671

See Independent Auditors' Report.

Child and Family Services of New Hampshire  
464 Chestnut Street, PO Box 448, Manchester, NH 03105-0448  
603-518-4000

## Board of Trustees 2015

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# Maria Gagnon, MSW

464 Chestnut Street ■ Manchester, NH 03105 ■ (603) 518-4362 ■ [gagnonm@cfsnh.org](mailto:gagnonm@cfsnh.org)

## SKILLS SUMMARY

- |                     |                              |                     |
|---------------------|------------------------------|---------------------|
| ~Project Management | ~Non-Profit Operations       | ~Strategic Planning |
| ~Project Evaluation | ~Budget Development          | ~Staff Recruitment  |
| ~Data to Manage     | ~Local/Federal Grant Writing | ~Staff supervision  |

## PROFESSIONAL EXPERIENCE

**Child and Family Services** – Manchester, New Hampshire (2013 to present)

**Senior Vice President, Chief Operating Officer**

- Work with management team to ensure acceptable standards of professional practice & responsiveness to community needs.
- Support and consult with management team in the assignment, supervision, evaluation & termination of employees.
- Participate in preparation of the annual budget, ensure agency programs are administered within budgetary provisions and maintain proper accounting of funds.
- Participate in developing and coordinating sound welfare programs in the community.
- Participate in community collaborations on the local, regional and national level to increase understanding of agency programs.

**FIRST** – Manchester, New Hampshire (2011 to 2013)

**Director, Corporate & Foundation Relationships**

- Manage team of eight to develop and cultivate strategic relationships with donor organizations to raise \$16 million annually. Responsible for hiring, training and supervising staff. Complete employee evaluations and develop goals for professional growth.
- Maintain and grow existing donor accounts by providing strategic vision, leadership, and direction. Set support level goals, develop short & long-term strategies and implement action plans to meet the growth objectives of *FIRST*. Work across departments to ensure adequate funding.
- Personally grew several major accounts by 50% in first year of position. Companies included Boeing, United Technologies, 3M and Grainger.
- Cultivated new relationships with several large companies including: Deloitte, Intel, MasterCard, Hitachi, Good Samaritan Society, AARP and the military.
- Create annual business plan, maintain accurate donor database, develop reports for agency leadership and participate in major event planning. Serve as spokesperson for the agency at national events.

**CHILD ADVOCACY CENTER** – Hillsborough County, New Hampshire (2010 to 2011)

**Executive Director**

- Provide strategic leadership & day to day management of the agency. Supervise 4 staff, 2 Americorp Advocates, & student interns. Report directly to the board of directors. Recruit & provide orientation to new board members.
- Grew agency in first year of leadership to include an additional staff person and three new services including: case management, extended forensic interviews and district court advocacy. Met rigorous standards for accreditation through the National Children's Alliance.
- Create annual work plan & budget. Manage funding to support agency operations, write grants and insure appropriate reporting to funding sources.
- Increased budget by 12% in FY2011; exceeded fundraising goals by 66% & served 10% more children. Secure agency funds through grants, contributions by cities & towns, fundraising events and business & individual donations.
- Successfully execute large fundraising events, utilizing staff and volunteer resources. Events include annual gala, triathlon, dance recital, special events & web-based appeal.

- Serve as spokesperson for the organization in the community, through local media outlets and social networks. Provide training to individuals working with children to help with identification of child abuse and to promote responsible reporting.

**NEW FUTURES – Exeter, New Hampshire (2005 to 2009)**

**Director, Adolescent Treatment Initiative and Closing the Treatment Gap Initiative**

- Manage \$5 million dollar investment of the New Hampshire Charitable Foundation & \$600,000 investment of the Open Society Institute. Manage & supervise 6 agencies and 15 staff across NH to implement this project.
- Implement evidence based treatment in five communities across the state. Have expanded use of evidence based practice from 1 agency to 7 in three years. Have provided training to more than 100 clinicians in New Hampshire on the use of evidence based treatment approaches.
- Project demonstrated successful outcomes consistent with or above national standards. Success includes reduction in substance use, decrease in illegal activity and alleviation of mental health symptoms. Clients report high treatment satisfaction.
- Create annual work plan and budget. Provide annual progress report to the New Hampshire Charitable Foundation & Open Society Institute.
- Develop data collection methods and identify target indicators. Utilize outcome data to make adjustments to programs to better serve youth, adults and their families.

**RECLAIMING FUTURES – Concord, New Hampshire (2002 to 2005)**

**State Director**

- Wrote grant to secure \$1.3 million from the Robert Wood Johnson Foundation for Reclaiming Futures.
- Responsible for hiring, supervising and evaluating work of 6 program staff.
- Demonstrated success in 8 out of 13 project indices including: data sharing, partner involvement, client information, targeted treatment, treatment effectiveness, assessment, family involvement, access to services and involvement with pro-social activities.
- Facilitated 5 year strategic planning process in collaboration with state level advisory board. Developed and implemented yearly work plans.
- Institutionalized screening and assessment protocol in juvenile court system reaching 95% of youth across seven jurisdictions. Screen for risk and protective factors to facilitate connection to appropriate services. Expanded juvenile drug courts from 2 sites to 7 in four years with no additional resources.

**ADDITIONAL PROFESSIONAL EXPERIENCE**

THE YOUTH COUNCIL – Nashua, New Hampshire (1998-2002)

Director of Operations and Program Development/Clinical Social Worker

RIVIER COLLEGE – Nashua, New Hampshire (2009 to 2011)

Adjunct Faculty, Communications Department Grant Writing Skills

NATIONAL CONSULTANT & TRAINER – Train on substance abuse assessment tools in various locations across the country consult on adolescent treatment issues in juvenile justice (2005- 2011)

Completed feasibility study for the NH Dental Association (2011)

**EDUCATION**

Master's Degree in Social Work (MSW)

University of New Hampshire, 1998

Bachelor's Degree in Social Work (BSW)

Rivier College, 1991

**ANTHONY F. CHEEK, JR.**

464 Chestnut St.  
Manchester, NH 03105  
Phone: (603) 518-4113  
Email: cheekt@cfsnh.org

EXPERIENCE: Child & Family Services Manchester, NH  
01/11- Present **Vice President/CFO**

*Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees and a budget of \$12 Million.*

3/07- 1/11 Fountains America, Inc., Pittsfield, NH  
**Vice President/Director of Finance**

*Overall responsibility for the corporate finance, human resource and information technology functions of a US holding company and its three operating divisions, all subsidiaries of fountains plc headquartered in the UK.*

- US budget responsibility \$7 Million, Group budget \$100 Million.
- Prepare and monitor annual budgets.
- Provide monthly financial analysis and forecasts to US President and UK group CFO.
- Manage corporate risk matters including legal, insurance and compliance issues.
- Oversee corporate tax matters and accounting standards compliance.
- Manage accounting department staff of six for maximum efficiency and responsiveness to internal and external stakeholders.
- Manage all human resource and payroll functions.
- Manage IT infrastructure and support needs.
- Work with US President and Division Presidents on strategic issues, company growth initiatives, product and regional cost analysis and acquisition/due diligence projects.

2/96- 3/07 Lakes Region Community Services Council, Inc., Laconia, NH  
**Director of Finance (3/98-3/07)**

*Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees, involving four corporate entities and a budget of \$20 Million.*

- Prepare and monitor annual budgets, and report monthly to Board of Directors.
- Negotiate funding with the New Hampshire Department of Health and Human Services.
- Prepare and manage contracts with funding sources and vendors.
- Supervision of 15 staff in finance, human resources and other administrative functions.
- Administer the agency's personnel policies, compensation and benefit plans.
- Ensure compliance with state and federal labor regulations.
- Oversee the installation and support of agency computer systems and networks.
- Implemented new IT network infrastructure for satellite offices to improve

communication and optimize operations.

- Implemented new Medicaid billing and data collection software system.
- Manage all corporate risk management including legal issues, insurance coverage and corporate compliance matters.

***Assistant Controller (2/96-3/98)***

- Manage Accounting department responsible for five interrelated corporations.
- Oversee general ledgers for all corporations including timely monthly closings and account reconciliations.
- Present financial statements at monthly Board meeting.
- Manage staff of five including A/R, A/P, and G/L staff.
- Responsible for coordination of annual audits.
- Assist in preparation and maintenance of annual budgets.
- Converted general ledger software from an in-house system to Solomon IV, a Windows based multi-company software system.
- Responsible for the startup of two new corporations.
- Provide Executive Directors with accurate and timely operating statements and financial analysis.
- Responsible for daily cash management and banking relationships.

11/87 - 2/96

Boyd's Potato Chip Co., Inc., Lynn, MA

***Controller/General Manager***

- Prepared and analyzed monthly profit and loss statement.
- Monitored and controlled the flow of cash receipts and disbursements.
- Researched, designed specifications for and implemented a computer system to automate order entry, A/R, A/P, and inventory control, reducing data entry by 25% and improving inventory control.
- Coordinated annual audits.
- Administered group insurance plans and workers compensation program. Introduced new programs that resulted in savings to company and reduced workplace accidents.
- Renegotiated union contracts with union management.
- Managed all aspects of transportation and distribution, to ensure prompt deliveries and customer satisfaction.
- Supervised a staff of 20 including office, warehouse and transportation personnel.

EDUCATION:  
1986

***Bachelor of Science in Business Administration***  
University of New Hampshire, Durham, NH

COMPUTER SKILLS:

Advanced computer skills including Microsoft Excel, Word and Access. Solomon Dynamics and Sage Accpac accounting systems. Crystal and FRx report writers.



## **Borja Alvarez de Toledo, M.Ed.**

464 Chestnut Street, Manchester, NH 03105 / 603-518-4300

alvarezdetoledob@cfsnh.org

### **Professional Profile**

- A seasoned leader with more than 15 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

### **Professional Experience**

#### **Child and Family Services of New Hampshire**

Manchester, NH

December 2013- Present

##### ***~ President and CEO***

- Responsible for program planning and development, insuring that CFS meets the community needs.
- Advance the public profile of CFS by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of CFS' assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

#### **Riverside Community Care**

Dedham, MA

2009- 2013

##### ***~ Division Director, Child and Family Services***

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a \$17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

#### **The Guidance Center, Inc.**

Cambridge, MA

1998 - 2009

##### ***~ Chief Operating Officer***

2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

#### **Private Practice in Psychotherapy and Clinical Consultation**

Madrid, Spain

1992 - 1998

**Universidad Pontificia de Comillas**  
Madrid, Spain

1991 - 1998

**~Adjunct Faculty**

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor: Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

**Centro Médico-Psicopedagógico**

Madrid, Spain

1994 - 1997

**~Clinical Coordinator/Director of Training.**

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

**ITAD (Institute for Alcohol and Drug Treatment),**

Madrid, Spain

1991- 1994

**~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program**

- Provided evaluation and treatment for chemically dependent adults and their families.

**~ Senior Family Therapist, Couples and Family Therapy Program**

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

**Charles River Health Management**

Boston, MA

1989 - 1991

**~ Senior Family Therapist, Home Based Family Treatment Program.**

**Education**

**Graduate Certificate of Business**

University of Massachusetts, Lowell, 2000.

**Master's Degree in Education**

Counseling Psychology Program. Boston University, 1989.

**B.A. in Clinical Psychology**

Universidad Pontificia de Comillas, Madrid, Spain. 1988

**Publications**

- 2009 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.) , *Social Worker's Desk Reference* (2<sup>nd</sup> ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field*. Presented at the 19<sup>th</sup> Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care*. Symposium presented at the 14<sup>th</sup> Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention*. In Lightburn, A., P. Sessions. *Handbook of Community Based Clinical Practice*. Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program*. In Newman, .C, C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base* (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

**Languages**

Fluent in Spanish, French and Italian.

## SUMMARY

Licensed Independent Clinical Social Worker in MA and NH with management experience in leading teams to provide superior service to children and families. Expertise in assessing safety, risk, permanency and well-being for children. Expertise in case management with children, juvenile and adult populations. Advocate for children who possesses strong leadership skills as well as excellent written and verbal communication skills. Highly reliable self-starter with excellent organization skills and ability to lead teams to excel.

### Experience:

Beacon Health Strategies

2013- present

**Clinical Manager**  
Manchester, NH

December 2013-present

- Leads a team of 12 Licensed Clinicians/Nurses in providing services for Behavioral Health Managed Care Organization
- Developed and implemented a new behavioral health managed care organization program in the State of New Hampshire.
- Implemented new product benefits.
- Collaborated with the Bureau of Behavioral Health, DCYF and other agencies.
- Developed policies to ensure standardization of practice.
- Developed standard operating procedures to ensure quality care to members.
- Provides clinical supervision to the Team Lead Supervisor and the Substance Use Disorder Coordinator.
- Ensures compliance with Beacon Health Strategies level of care criteria and case management protocols are met
- Develops and maintains strong relationships with contracted providers, state partners and Beacon Health Strategies internal and external clients.
- Responsible for hiring staff.
- Ensures continued staff development through in-services and development of materials.
- Primary liaison with partnering health plan to coordinate member care.
- Assists staff in the application of level of care criteria as it applies to the client and product lines.
- Coordinate with internal departments to ensure members' clinical needs are met
- Assists with Quality improvement activities, including leading during certification, accreditation and state audits.
- Responsible for various reporting to the health plan and corporate office.
- Responsible for correction actions identified through record review, fiscal audits, satisfaction surveys and other audits/reviews.

**Supervisor of Investigation Unit**  
Lowell, MA

January 2013-December 2013

- Provided clinical supervision to 6 Social Workers who delivered case management to children and families referred to the Department of Children and Families / DCF due to abuse and neglect.
- Assessed service needs, provided treatment, testified in court, determined the level of risk and removed children from home when necessary.
- Consistently monitored staff's levels of job performance reviewed and approved necessary casework documentation and ensure safety of children.
- Adhered to Department of Children and Families / DCF policies.
- Provided training to community organizations regarding abuse, neglect and the mandated reporting laws.

**Casey Family Services**

2008- 2012

**Supervisor/Team Leader**  
Concord, NH

January 2012-December 2012

- Leads a team of 5-10 Masters-degreed Social Workers, Bachelor-level Family Support Specialists and Home-Study Social Worker in providing services for the Therapeutic Foster Care Program, Accelerated Reunification Model Program and Home-Based Therapy Program.
- Ensures the safety, well-being and permanency of caseload of approximately 110+ children, constantly reviewing and monitoring case progress and direction.
- Provides clinical supervision to team on case management to families involved with or at risk of involvement with Child Protective Services.
- Diligently adheres to compliance with Casey Family Services' and the State Child Welfare System's policies, procedures and regulations.
- Reviews and ensures staff job performance, assesses permanency, risk, safety and well-being for youth.
- Provides superior service by coaching and motivating team to excel, as well as identifies training needs for staff improvement.
- Develops and maintains strong relationships with community partners to service more children and families.

**Social Worker**  
Concord, NH

2011-2012

- Provided in-home services to children and families to ensure safety, well-being and permanency. This included bio psychosocial assessments, treatment planning, risk/safety assessments and permanency planning.
- Delivered home-based therapy to families involved in the child welfare system to stabilize the home.
- Completed home studies on prospective foster families to determine appropriateness of licensing.
- Coached birth and foster parents using a trauma focused attachment approach.

**Team Leader**  
Baltimore, MD

2008-2011

- Managed a team of 8-10 Master-degreed Social Workers and Bachelor-level Family Support Specialists providing case management to families involved with or at risk of involvement with Child Protective Services.
- Directed and managed all activities for the Parent/Child Foster Care Program, Child Development Center, the Family Resource Center, Community Based Services and Adult Education Programs.
- Coached and motivated staff, as well as assessed overall work performance. Determined performance levels and provided focus on case direction including assessing safety, risk, permanency and well-being for the teen mothers and their babies.
- Reviewed and monitored case progress.
- Managed vendor operations and contracts.
- Ensured compliance with Casey Family Services' and Baltimore Department of Social Services' policies, procedures and regulations.
- Identified training needs and implemented new trainings for staff.
- Planned, implemented programs, special projects and monitored/maintained budgetary reconciliation.

**Department of Children and Families**  
Lawrence, Massachusetts

1995 - 2008

**Supervisor / Social Worker IV**

2000 - 2008

- Provided clinical supervision to 6 Social Workers who delivered case management to children and families referred to the Department of Children and Families / DCF due to abuse and neglect.
- Assessed service needs, provided treatment, testified in court, determined the level of risk and removed children from home when necessary.
- Consistently monitored staff's levels of job performance reviewed and approved necessary casework documentation and ensure safety of children.
- Adhered to Department of Children and Families / DCF policies.
- Provided training to community organizations regarding abuse, neglect and the mandated reporting laws.

**Emergency Response Worker**

1999 - 2008

- Responded to and investigated allegations of child abuse and neglect after business hours to determine immediate risk to children.
- Analyzed investigation and decided next steps to ensure safety of children.

**Social Worker I & III**

1995 - 2000

- Completed comprehensive bio psychosocial assessments on families referred to DCF.
- Developed and maintained treatment plans with families. Coordinated and monitored service provisions.
- Testified in court proceedings.
- Assessed risk and safety to children in home settings and removed children when necessary.
- Provided case management to families involved with DCF due to abuse and neglect as well as families with adolescents involved in the Child In Need of Services process.

**Education:**

Master's Degree in Social Work                      May 2000  
Salem State University, Salem, MA

Bachelor's Degree in Social Work                      May 1996  
Salem State University, Salem, MA

**Professional Development:**

**Family Group Conference Facilitator**

**Parents Helping Parents Facilitator**

**Nurturing Parenting Program Facilitator**

**Tolerance –vs. - Acceptance Facilitator**

**Trained in Attachment**

**Trained in TF-CBT / Trauma-Focused Cognitive Behavioral Therapy**

**MA DCF Investigator Training**

**The Kazdin Method of Parent Management and Problem Solving**

**Understanding and Working with Children on the Autism Spectrum**

**Supervisory Training**

**Crisis Intervention and De-escalation**

**Preventing Sexual Harassment**

**Business Grammar for Professionals**

**Life Skills Assessment for Adolescents**

**Social Work Ethics**

**Various Diversity Trainings**

**Child and Family Services of New Hampshire**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	\$150,010	0	0
Maria Gagnon	COO	\$94,994	0	0
Anthony Cheek	CFO	\$92,914	0	0
Jennifer DeLorme	Program Director	\$67,995	20%	\$13,599



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

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #103) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

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

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$323,810.50.
3. Add Exhibit A-1, Scope of Services
4. Delete in its entirety Exhibit B Amendment #3, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.





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

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

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

State of New Hampshire  
Department of Health and Human Services

7/16/15  
Date

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

Child and Family Services of New Hampshire

7/16/15  
Date

[Signature]  
NAME: Boja Alvarez de Toledo  
TITLE: President & CEO

Acknowledgement:  
State of New Hampshire County of Hillsborough 7/16/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Marybeth D'Amico  
Name and Title of Notary or Justice of the Peace





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

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

OFFICE OF THE ATTORNEY GENERAL

Date 6/3/15

[Signature]  
Name: \_\_\_\_\_  
Title: Man A. You Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

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



Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

**New Hampshire Department of Health and Human Services  
Improving Current Services and Expanding Capacity for New Services  
Substance Use Disorder Treatment and Recovery Support Services**



**Exhibit A-1**

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

*GAN*

*7/16/15*



## Method and Conditions Precedent to Payment

### **I. Funding**

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

#### **A. Funding for Exhibit A, Amendment #3**

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$43,401.50 as follows:

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

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

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

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

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

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

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

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

### **II. Payment Methodology**

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

The Contractor will be reimbursed for services provided in accordance with the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described



below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

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

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

*[Handwritten Signature]*  
Date 7/16/15



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

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

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

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

**III. Performance Incentives:**

**A. Access to Services:**

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

**B. Completion:**

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

**C. Client Outcomes:**

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

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

*[Handwritten Signature]*

*7/16/15*



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

**D. Performance Incentive Payout Limits:**

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

**E. Failure to Meet Deliverables:**

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

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

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

**IV. Allocation of Funding:**

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

**V. Availability of Alternative Funding:**

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

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

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

Restrictions on SAPT Block Grant on State and Contractor expenditures include:





The State may not:

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

The Contractor shall not:

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

**VII. Charitable Choice:**

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

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

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

- A. Payment for said services shall be made as follows:
1. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

*BT*

7/16/15



2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
- The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
- C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.
- D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

GH  
7/16/15

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of CHILD AND FAMILY SERVICES OF NH  
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 1/28/2014:  
(Date)

**RESOLVED:** That this corporation enters into a contract with the State of New Hampshire, acting through its  
Department of Health and Human Services.

**RESOLVED:** That the PRESIDENT AND CEO  
(Title of Contract Signatory)

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 16<sup>th</sup> day of July, 2015.

[Signature]  
(Signature of the Elected Officer)

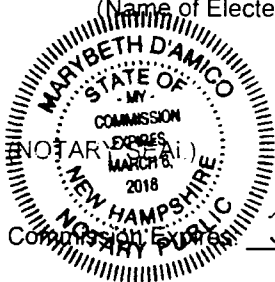
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2015.

By William Conrad  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)



3/6/18



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

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #103) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

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

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$303,810.50.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.



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

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8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.
9. Add Exhibit C-1, Revisions To General Provisions.
10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



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

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

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

State of New Hampshire  
Department of Health and Human Services

5/27/15  
Date

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

Child and Family Services of New Hampshire

5/8/15  
Date

Soija Alvarez de Toledo  
NAME Soija Alvarez de Toledo  
TITLE President/CEO

Acknowledgement:

State of NH, County of Hillsborough, on May 8, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Angela Basnar  
Name and Title of Notary or Justice of the Peace



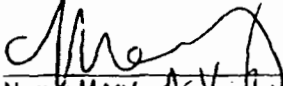
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



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

Date 6/3/15

OFFICE OF THE ATTORNEY GENERAL

  
Name: Megan Asyaple  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

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



Exhibit A Amendment #3

Scope of Services

**A. Population Served**

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

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

**B. Required Treatment Services**

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

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





Exhibit A Amendment #3

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



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
X	<p><b>Recovery Support Services:</b>                      Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.</p> <p>Types of Recovery Support Services are listed below:</p>
X	<ul style="list-style-type: none"> <li>Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><b>Recovery Support Services</b> as identified above provided to pregnant &amp; parenting women.</p>

C. Required Provisions for Services

**Priority Admission:**

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

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

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



Exhibit A Amendment #3

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and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

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

**Capacity Reporting:**

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

**Access to Services:**

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

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

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.



**Exhibit A Amendment #3**

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

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

***Clients Eligible for Treatment Services:***

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

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care



**Exhibit A Amendment #3**

3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. **Medication Assisted Treatment with Buprenorphine eligibility:** Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

***Sliding Fee Scale:***

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

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

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



Exhibit A Amendment #3

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

**Waiting List Management:**

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

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

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

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

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

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

**Interim Services for other Clients:**

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

**Services to pregnant and parenting women:**

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



**Exhibit A Amendment #3**

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

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

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

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the

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



**Exhibit A Amendment #3**

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use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

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

The New Hampshire Medicaid program covers:

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

***Tuberculosis:***

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

***Physical location and facilities:***

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

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

***Culturally and Linguistically Appropriate Standards of Care:***

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

1. Assess the ethnic/cultural needs, resources and assets of their community.



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



Exhibit A Amendment #3

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

**Compliance with State and Federal Laws:**

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

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

**Client Stabilization:**

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

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



Exhibit A Amendment #3

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***Clinical Services:***

The Contractor shall provide the following:

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

***Evaluation:***

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

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

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

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

***Relevant Policies and Guidelines:***

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

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

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



**Exhibit A Amendment #3**

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***Publications Funded Under Contract:***

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

***Student Internships:***

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

***Staff Licensing Requirements:***

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

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

***Staff Certification Requirements:***

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

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

***Supervision:***

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

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



**Exhibit A Amendment #3**

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

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

**Staffing Changes:**

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

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

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

**Other Requirements:**

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

**Regional Network Participation:**

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

**Performance Measures:**

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

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the

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



Exhibit A Amendment #3

Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CMWITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

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

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:

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

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

Notification shall include the following:

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

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



**Exhibit A Amendment #3**

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

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

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

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

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

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

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

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

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

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



**Exhibit A Amendment #3**

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

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

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

**On-Site Reviews:**

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



## Method and Conditions Precedent to Payment

### **I. Funding**

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

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$ \$43,401.50 as follows:

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

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

### **II. Payment Methodology**

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

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

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

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

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

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



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

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

**III. Performance Incentives:**

**A. Access to Services:**

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

**B. Completion:**

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

**C. Client Outcomes:**

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

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

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**D. Performance Incentive Payout Limits:**

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

**E. Failure to Meet Deliverables:**

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

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

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

**IV. Allocation of Funding:**

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

**V. Availability of Alternative Funding:**

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

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

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

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.



- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

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

**VII. Charitable Choice:**

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

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



SPECIAL PROVISIONS

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

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



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

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

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

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



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

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



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

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

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

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

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

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

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

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

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

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



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



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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$4,000,000.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

5/15/15  
Date

Contractor Name: Child and Family Service of NH  
[Signature]  
Name: Laura Alvarez de Toledo  
Title: President/CEO



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *Child and Family Service of NH*

*[Signature]*

Name: *Enya Alvarez de Toledo*  
Title: *President/CEO*

5/8/15  
Date



Exhibit F Amendment #1

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



Exhibit F Amendment #1

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: *Child and Family Services of NH*

*[Signature]*

Name: *Bonnie Alvarez de Toledo*  
Title: *President/CEO*

*5/8/15*  
Date

Contractor Initials *[Signature]*  
Date *5/15/15*



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

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

6/27/14  
Rev 10/21/14

Page 1 of 2

Date

*BAF*

5/8/15



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

5/8/15  
Date

Contractor Name: Child and Family Services of NH  
[Signature]  
Name: Sonia Alvarez de Tadeo  
Title: President / CEO

Exhibit G

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

Contractor Initials [Signature]

Date 5/8/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: *Child and family services of NH*

*[Handwritten Signature]*

Name: *Boya Alvarez de Toledo*

Title: *resident / CEO*

*5/6/15*  
Date



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**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

BAT



- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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

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

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

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

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

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



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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials BA

Date 5/8/15



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

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



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

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

Department of Health & Human Services  
The State

Kathleen Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/27/15  
Date

Child and Family Services of NH  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Soja Alvarez de Toledo  
Name of Authorized Representative

President / CEO  
Title of Authorized Representative

5/8/15  
Date



# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of CHILD AND FAMILY SERVICES OF NH  
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 1/28/2014:  
(Date)

**RESOLVED:** That this corporation enters into a contract with the State of New Hampshire, acting through its  
Department of Health and Human Services.

**RESOLVED:** That the PRESIDENT AND CEO  
(Title of Contract Signatory)

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 8<sup>th</sup> day of May 2015.

Marilyn T. Mahoney  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 8<sup>th</sup> day of May, 2015.

By Marilyn T. Mahoney  
(Name of Elected Officer of the Agency)

Angela Basnar  
(Notary Public/Justice of the Peace)





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

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (Item #103) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item #102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-29900000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$260,409
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2



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

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

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

State of New Hampshire  
Department of Health and Human Services

5/28/14  
Date

[Signature]  
NAME  
TITLE Director

Child and Family Services of New Hampshire

5/19/14  
Date

[Signature]  
NAME EMMA AWARZ DE TOWN  
TITLE PERSONNEL & CEO

Acknowledgement:

State of New Hampshire county of Hillsborough on 5/19/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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



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



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

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

*Rosemary Wiant*  
Name: *Rosemary Wiant*  
Title: *Assistant Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



Exhibit A Amendment #2

Scope of Services

A. Population Served

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

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

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

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



Exhibit A Amendment #2

	pregnant & parenting women.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<i>Recovery Support Services</i> as identified above provided to pregnant & parenting women.

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



Exhibit A Amendment #2

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**C. Required Services**

**Priority Admission:**

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

**Required Outreach:**

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

**Health Facilities Administration Licensing Requirements:**

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

**Capacity Reporting:**

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

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



Exhibit A Amendment #2

---

***Access to Services:***

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

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

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

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

***Clients Eligible for Treatment Services:***

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

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





Exhibit A Amendment #2

- b. **Level of Care:** For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

***Sliding Fee Scale:***

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

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

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



Exhibit A Amendment #2

---

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

***Waiting List Management:***

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

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

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

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

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

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

***Interim Services for other Clients:***

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

***Services to pregnant and parenting women:***

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



### Exhibit A Amendment #2

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

#### ***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

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

#### ***Tobacco Cessation:***

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

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



Exhibit A Amendment #2

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

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

The New Hampshire Medicaid program covers:

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

***Tuberculosis:***

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

***Physical location and facilities:***

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

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

***Culturally and Linguistically Appropriate Standards of Care:***

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

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

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



Exhibit A Amendment #2

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

***Compliance with State and Federal Laws:***

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

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

***Client Stabilization:***

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

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



Exhibit A Amendment #2

---

**Clinical Services:**

The Contractor shall provide the following:

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

**Evaluation:**

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

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

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

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

**Care Coordination:**

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

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



Exhibit A Amendment #2

---

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

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

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

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

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

***Relevant Policies and Guidelines:***

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

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

***Publications Funded Under Contract:***

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

***Student Internships:***

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

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



Exhibit A Amendment #2

---

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

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

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

***Staff Certification Requirements:***

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

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

***Supervision:***

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

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

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

***Staffing Changes:***

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



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



Exhibit A Amendment #2

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

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

**Other Requirements:**

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

**ATR and Recovery Support Services:**

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

**Regional Network Participation:**

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

**Performance Measures:**

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

**Data and Reporting Requirements:**

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

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



Exhibit A Amendment #2

---

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

**Critical Incident/Sentinel Event Reporting:**

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

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

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

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

Notification shall include the following:

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

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

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



Exhibit A Amendment #2

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

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

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

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301

Or by fax to the BDAS Administrator's Office at 271-6105;

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

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

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

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

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

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

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



Exhibit A Amendment #2

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

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

***On-Site Reviews:***

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

The remainder of this page is intentionally left blank.



**Exhibit B Amendment #2**

**Method and Conditions Precedent to Payment**

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

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$86,803 as follows:

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

**I. Payment Methodology**

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

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

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

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

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week

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



Exhibit B Amendment #2

	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Varied	

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

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

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

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

1. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but



**Exhibit B Amendment #2**

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not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

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

**C. Client Outcomes:**

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

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

**D. Performance Incentive Payout Limits:**

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

**2. Failure to Meet Deliverables:**

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

**3. Invoicing & Billing:**

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

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



Exhibit B Amendment #2

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

**II. Allocation of Funding:**

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

**III. Availability of Alternative Funding:**

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

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

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

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

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

The Contractor shall not:

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

**V. Charitable Choice:**





Exhibit B Amendment #2

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

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

The remainder of this page is intentionally left blank.

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 25, 1914. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of April A.D. 2014

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of CHILD AND FAMILY SERVICES OF NH  
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 1/28/2014:  
(Date)

**RESOLVED:** That this corporation enters into a contract with the State of New Hampshire, acting through its  
Department of Health and Human Services.

**RESOLVED:** That the PRESIDENT AND CEO  
(Title of Contract Signatory)

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the ~~19th~~ day of May, 2014.

Marilyn T. Mahoney  
(Signature of the Elected Officer)

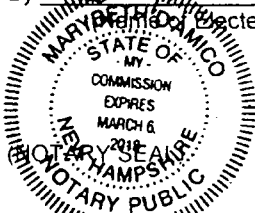
STATE OF NEW HAMPSHIRE

County of Helsborough

The forgoing instrument was acknowledged before me this 19th day of May, 2014.

By Marilyn T. Mahoney  
(Name of Elected Officer of the Agency)

Margaret D. Amico  
(Notary Public/Justice of the Peace)



Commission Expires: \_\_\_\_\_



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

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

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

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

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 173,606.00
  
- 2) Amendment and modification of Exhibit A;
  - a) Delete "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) Change II A from: "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) Change II B Group Recovery Support Services from: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."



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

d) Delete Table SAMHSA National Outcome Measures

Replace with:

Table SAMHSA National Outcome Measures

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



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

- 3) Amendment and modification of Exhibit B;
- a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) Delete in Section II; "TOTAL: \$86,803.00"
- 4) Add Exhibit B-1

New Hampshire Substance Abuse Treatment and Recovery Support Services



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

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

State of New Hampshire  
Department of Health and Human Services

5/28/13  
Date

Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

Child and Family Services of New Hampshire

May 7, 2013  
Date

Marilyn Mahoney  
Name: Marilyn Mahoney  
Title: Chair, Board of Trustees

Acknowledgement:

State of New Hampshire, County of Hillsborough on May 7, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Victoria Farren  
Name and Title of Notary or Justice of the Peace



New Hampshire Substance Abuse Treatment and Recovery Support Services



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

OFFICE OF THE ATTORNEY GENERAL

17 May 2013  
Date

*Kevin J. Herrick*  
Name: Kevin P. Herrick  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



Exhibit B-1

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

Budget/Program Name: Child and Family Services  
 Budget Request for: Substance Abuse Treatment Services  
 Agency: Dept. of Health and Human Services  
 Budget Period: State Fiscal Year 2016

Line Item	Agency	State	Federal	Other	Total
1. Salaries/Wages	11,000,000				11,000,000
2. Employee Benefits	12,874,321				12,874,321
3. Consulting					
4. Equipment					
5. Rental					
6. Repair and Maintenance					
7. Purchase/Depreciation					
8. Supplies					
9. Educational					
10. Lab					
11. Pharmacy					
12. Travel					
13. Other					
14. Total					
15. Occupancy					
16. Current Expenses					
17. Telephone					
18. Postage					
19. Subscriptions					
20. Audit and Legal					
21. Insurance					
22. Board Expenses					
23. Solvents					
24. Printing/Commodities					
25. Staff Education/Training					
26. Other (attach detail mandatory)					
TOTAL	24,874,321				24,874,321
Indirect At A Percent of Direct					0.3%

Contractor Initials MTA  
 Date 5/7/13 Page 1

Substance Abuse Treatment

WITHOUT SEAL

**CERTIFICATE OF VOTE**

I, Michael R. Ostrowski, of Child and Family Services of NH, do hereby certify that:

- 1. I am the duly elected Assistant Secretary of Child and Family Services of NH;
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 26, 2013;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Substance Abuse Treatment and Recovery Services.

RESOLVED: That the Chair, Board of Trustees is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Marilyn Mahoney is the duly elected Chair, Board of Trustees of the corporation.

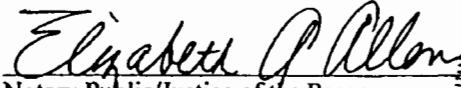
- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 7th, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the corporation this 7th day of May, 2013.

  
Michael R. Ostrowski, Assistant Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th day of May, 2013 by Michael R. Ostrowski.

  
Notary Public/Justice of the Peace  
My Commission Expires





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

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
 Commissioner

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

Nancy L. Rollins  
 Associate Commissioner

May 29, 2012

APPROVED BY \_\_\_\_\_  
 DATE 6/20/12  
 PAGE 13  
 ITEM # 103

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Child and Family Services of New Hampshire (Vendor #177166 B002), 464 Chestnut Street, Manchester, NH 03105, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$86,803.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$39,925.00
			Subtotal	\$39,925.00

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

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$19,474.00
			Subtotal	\$19,474.00

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

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$27,404.00
			Subtotal	\$27,404.00
			Total	\$86,803.00

### EXPLANATION

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

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

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

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

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

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

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

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

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 29, 2012  
Page 3 of 4

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

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$86,803.00. This agreement represents level funding.

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

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

Area served: Manchester area.

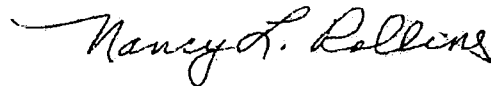
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His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 29, 2012  
Page 4 of 4

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

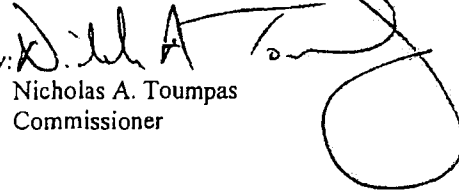
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

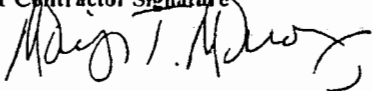
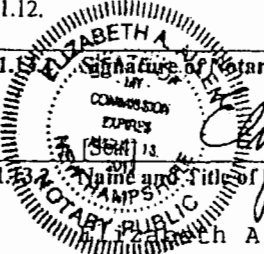
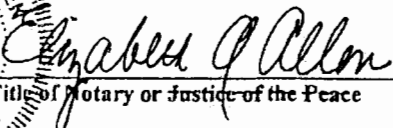
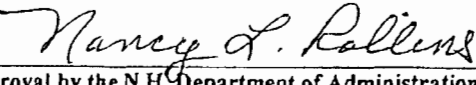
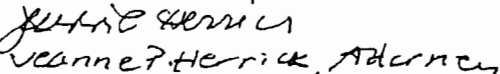
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Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:  
**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Child and Family Services of New Hampshire		1.4 Contractor Address 464 Chestnut Street, PO Box 448, Manchester, NH 03105	
1.5 Contractor Phone Number 603-518-4000, 1-800-640-6485	1.6 Account Number 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$86,803.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Marilyn Mahoney, Chair Board of Trustees	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> 5/22/12 On <u>5/22/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace  			
1.15 Name and Title of Notary or Justice of the Peace Elizabeth A. Allen			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)  By: <u>Jeanne P. Herrick, Attorney</u> On: <u>4 June 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.**

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: *MTH*  
*5/22/12*

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION

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

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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

Exhibit A

**I. General Provisions**

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

**CONTRACTOR NAME:** Child and Family Services of New Hampshire

**ADDRESS:** 464 Chestnut Street, PO Box 448, Manchester, NH 03105

**EXECUTIVE DIRECTOR:** Michael Ostrowski

**TELEPHONE:** 603-518-4000, 1-800-640-6486

**II. Scope of Services**

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

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Number of clients to be served during the contract period	\$ Awarded
Intensive Outpatient	1.16		23	\$86,803
Group – Recovery Support Services *			12	0

\* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

**B. Required Services**

**Priority Admission:**

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

**Required Outreach:**

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

public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

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

***Capacity Reporting:***

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

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

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

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

***Limitations on Exclusionary Criteria:***

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

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

***Clients Eligible for Treatment Services:***

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

***Sliding Fee Scale:***

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

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

***Waiting List Management:***

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

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

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

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

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

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

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their

dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

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

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

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

***Tobacco Cessation:***

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

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101

603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

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

***Tuberculosis:***

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

***Physical location and facilities:***

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

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

***Culturally and Linguistically Appropriate Standards of Care:***

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

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

***Compliance with State and Federal Laws:***

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

Standard Exhibits C – J  
TX Substance Use Disorder

Contractor Initials: WTDU  
Date: 5/22/12



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

***Client Stabilization:***

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

***Clinical Services:***

The Contractor shall provide the following:

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

The Contractor will provide one or more of the following services as outlined in Section II.A above.

***Outpatient Treatment*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Intensive Outpatient Treatment** - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Residential Treatment** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

**Transitional Living** - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

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

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

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

**Care Coordination:**

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

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

- Private space for interviewing/meeting with clients.

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

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

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

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

**Relevant Policies and Guidelines:**

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

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

**Publications Funded Under Contract:**

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

**Subcontracting/Consultants:**

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

**Student Internships:**

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

**Staff Licensing Requirements:**

The ratio of licensed to non-licensed service providers shall be as follows:

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

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

**Staff Certification Requirements:**

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

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

***Supervision:***

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

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

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

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

***Staffing Changes:***

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

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

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

***Other Requirements:***

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

***ATR and Recovery Support Services:***

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

***Regional Network Participation:***

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

***Performance Measures:***

~~All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention~~

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: *MJW*  
Date: *5/22/12*

and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

**SAMHSA National Outcome Measures:**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-	Use of Evidenced-	<ul style="list-style-type: none"> <li>WITS Electronic Health Record</li> <li>ASI or GAIN Assessment</li> </ul>

Based Practices	Based Practices	<ul style="list-style-type: none"> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>
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**Data and Reporting Requirements:**

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

**Critical Incident/Sentinel Event Reporting:**

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

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

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

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

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;

Contractor Initials: MTA  
Date: 5/22/12

4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

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

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

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

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

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

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

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street  
Concord, New Hampshire 03301  
Or by fax: 271- 4912

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

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client.



This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

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

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

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

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

***On-Site Reviews:***

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

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

Exhibit B  
Purchase of Services  
Contract Price

I. General Provisions

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

CONTRACTOR NAME: Child and Family Services of New Hampshire

ADDRESS: 464 Chestnut Street, PO Box 448, Manchester, NH 03105

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Michael Ostrowski

TELEPHONE: 603-518-4000, 1-800-640-6486

Vendor #177166-B002

Job #95841387

Appropriation #05-095-095-958410-1387-102-500734

Job #95848501

Appropriation #05-095-095-958410-1388-102-500734

Job #95846501

Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 27,404.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

\$ 19,474.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

\$ 39,925.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$86,803.00

### III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

#### I. Performance Utilization:

##### A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

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

##### B. Utilization Methodology by Modality:

- i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000/\$120$ ) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by

the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

## 2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

### B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. **Failure to Meet Deliverables:**

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

4. **Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

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

III. **Allocation of Funding:**

*Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.*

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

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

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

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

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

~~V.~~ *Charitable Choice:*

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

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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8.1 Renegotiate the rates for payment hereunder; in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

~~8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such~~ repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

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

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

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

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

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

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



responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

**12.2 Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

**16. Insurance:**

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

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

**17. Renewal:**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

**SPECIAL PROVISIONS – DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

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Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**

**US DEPARTMENT OF EDUCATION – CONTRACTORS**

**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

(b) *Establishing an ongoing drug-free awareness program to inform employee's about:*

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

II.

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

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

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

Child & Family Services of NH, 464 Chestnut St., Manchester,  
NH 03105

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

Child and Family Services of NH

From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013

Contractor Name

Period Covered by this Certification

(1) Marilyn Mahoney, Chair, Board of Trustees  
Name and Title of Authorized Contractor Representative

Marilyn Mahoney  
Contractor Representative Signature

May 22, 2012

Date

NH Department of Health and Human Services

Standard Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

Applicable program covered:

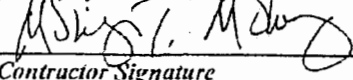
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under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

A. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

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

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

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

	Chair, Board of Trustees
Contractor Signature	Contractor's Representative Title
Child and Family Services of NH	May 22, 2012
Contractor Name	Date

NH Department of Health and Human Services

Standard Exhibit F

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

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

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the ~~the Nonprocurement List~~ (of ~~excluded parties~~).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

**(1) PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

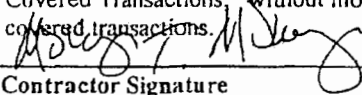
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

  
Contractor Signature

Chair, Board of Trustees

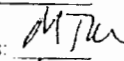
Contractor's Representative Title

Child Family Services of NH

May 22, 2012

Contractor Name  
Standard Exhibits C - J  
TX Substance Use Disorder

Date

Contractor initials:   
Date: 5/22/12



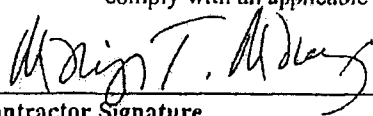
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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


1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
Contractor Signature

Chair, Board of Trustees  
Contractor's Representative Title

~~Child and Family Services of NH~~ ~~May 22, 2012~~  
Contractor Name Date

The remainder of this page is intentionally left blank.

Contractor initials:   
Date: 5/22/12

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
\_\_\_\_\_  
Contractor Signature

Chair, Board of Trustees  
Contractor's Representative Title

Child and Family Services of NH  
Contractor Name

May 22, 2012  
Date

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(I) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

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

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

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

<u>NH Department of Health &amp; Human Services</u>	<u>Child and Family Services of NH</u>
The State Agency Name	Name of Contractor
<u>Nancy L. Rollins</u>	<u>Marilyn Mahoney</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Nancy L. Rollins</u>	<u>Marilyn Mahoney</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Associate Commissioner</u>	<u>Chair, Board of Trustees</u>
Title of Authorized Representative	Title of Authorized Representative
<u>5/31/12</u>	<u>May 22, 2012</u>
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

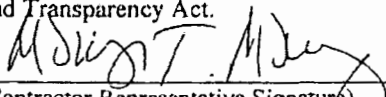
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and*
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:


The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
\_\_\_\_\_  
(Contractor Representative Signature)

Marilyn Mahoney, Chair, Board of Trustees  
(Authorized Contractor Representative Name & Title)

Child and Family Services of NH  
(Contractor Name)

May 22, 2012  
(Date)

Contractor Initials:   
Date: 5/22/12



NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 095505905

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

NO  YES

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

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

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

NO  YES

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

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

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

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

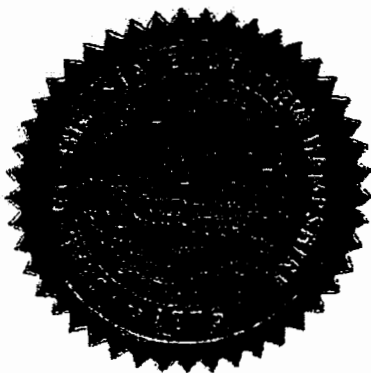
NH DHHS, DCBCS, BDAS  
TX Substance Use Disorder Treatment  
Exhibit A

Contractor Initials: HTD  
Date: 5/22/12

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 25, 1914. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14<sup>th</sup> day of May A.D. 2012

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

William M. Gardner  
Secretary of State

WITH SEAL

CERTIFICATE OF VOTE

I, Michael R. Ostrowski, of Child and Family Services of NH, do hereby certify that:

1. I am the duly elected Assistant Secretary of the Child and Family Services of NH;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on March 27, 2012;


RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

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

Marilyn Mahoney is the duly elected Chair, Board of Trustees of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 22<sup>nd</sup>, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the corporation this 22nd day of May, 2012.

  
Michael R. Ostrowski, Assistant Secretary

(CORPORATE SEAL)



State of New Hampshire  
Department of Health and Human Services  
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 250 Pleasant Street, Suite 5400, Concord, NH 03301.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #106) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), and (Amendment #4 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$299,023.
4. Amend Exhibit B Amendment #4 by striking:
  - A. Funding for Exhibit A, Amendment #3  
For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$37,203.00 as follows:
    - 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
    - 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
    - 32% General funds.



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

And inserting in its place:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$55,805 as follows:

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

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

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

State of New Hampshire  
Department of Health and Human Services

11/18/15  
Date

Marilee Nihan  
NAME Marilee Nihan  
TITLE Deputy Commissioner

Concord Hospital, Inc.

11/13/2015  
Date

Robert P. Steigmeier  
NAME Robert P. Steigmeier  
TITLE President + CEO

Acknowledgement:

State of New Hampshire, County of Merrimack on November 13<sup>th</sup>, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Karin Carr  
Name and Title of Notary or Justice of the Peace

**KARIN L. CARR**  
Notary Public - New Hampshire  
My Commission Expires January 28, 2020

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



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

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

A. M. Edwards  
Name: Anne M. Edwards  
Title: Associate Attorney General

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

OFFICE OF THE SECRETARY OF STATE

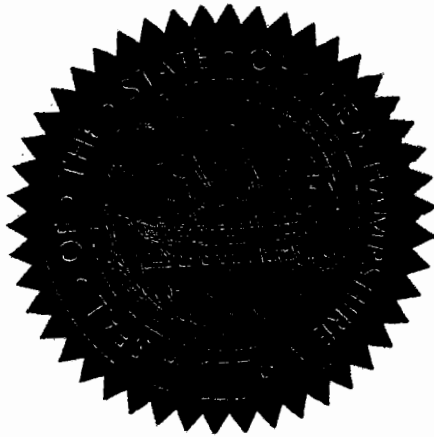
\_\_\_\_\_  
Date

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

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Concord Hospital, Inc. is a New Hampshire nonprofit corporation formed January 29, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

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

William M. Gardner  
Secretary of State

**CERTIFICATE**

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

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

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

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

Robert P. Steigmeyer, President  
Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 13 day of Nov, 2015.

(Corporate seal)

Mary Boucher  
Secretary

State of New Hampshire County of Merrimaack

On this the 13<sup>th</sup> day of Nov, 2015, before me, Mary Boucher, the undersigned officer, personally appeared Mary Boucher, who acknowledged her/himself to be the Secretary of Concord Hospital, a corporation, and that such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Seal)

**KARIN L. CARR**  
Notary Public - New Hampshire  
My Commission Expires January 28, 2020

Karin Carr  
Notary Public/Justice of the Peace

My Commission expires: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2014

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

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

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@marsh.com  319078-CHS-gener-15-16	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: JESSICA FANJOY 250 PLEASANT STREET CONCORD, NH 03301	<b>INSURER A:</b> Granite Shield Insurance Exchange		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-006813023-02                      **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GSIE-PRIM-2015-101	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 12,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			GSIE-PRIM-2015-101	01/01/2015	01/01/2016	SEE ABOVE	

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

GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985. EACH OCCURRENCE AND AGGREGATE LIMITS ARE SHARED AMONGST THE GRANITE SHIELD EXCHANGE HOSPITALS.

<b>CERTIFICATE HOLDER</b>  DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACTS AND PROCUREMENT UNIT 129 PLEASANT STREET CONCORD, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Susan Molloy <i>Susan Molloy</i>
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# Concord Hospital

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## **Mission Statement**

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

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

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

## **Vision Statement**

We exist only to serve patients and their families.

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

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

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

We actively involve and participate with our community.

**Concord Hospital, Inc.  
and Subsidiaries**

**Audited Consolidated Financial Statements**

*Years Ended September 30, 2014 and 2013  
With Independent Auditors' Report*

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## Audited Consolidated Financial Statements

Years Ended September 30, 2014 and 2013

### CONTENTS

Independent Auditors' Report	1
<b>Audited Consolidated Financial Statements:</b>	
Consolidated Balance Sheets	2
Consolidated Statements of Operations	4
Consolidated Statements of Changes in Net Assets	5
Consolidated Statements of Cash Flows	6
Notes to Consolidated Financial Statements	7

**INDEPENDENT AUDITORS' REPORT**

The Board of Trustees  
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2014 and 2013, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

*Management's Responsibility for the Consolidated Financial Statements*

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

*Auditors' Responsibility*

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

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

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

*Opinion*

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2014 and 2013, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Limited Liability Company

Manchester, New Hampshire  
December 8, 2014

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEETS**

September 30, 2014 and 2013

ASSETS  
(In thousands)

	<u>2014</u>	<u>2013</u>
<b>Current assets:</b>		
Cash and cash equivalents	\$ 12,953	\$ 24,006
Investments	12,390	2,384
Accounts receivable, less allowance for doubtful accounts of \$16,339 in 2014 and \$19,695 in 2013	46,896	46,061
Due from affiliates	438	584
Supplies	1,443	1,153
Prepaid expenses and other current assets	<u>5,927</u>	<u>5,983</u>
Total current assets	80,047	80,171
<b>Assets whose use is limited or restricted:</b>		
Board designated	263,225	230,143
Funds held by trustee:		
Workers' compensation reserves and self-insurance escrows	10,499	9,212
Construction fund	-	10,398
Donor-restricted	<u>34,932</u>	<u>32,367</u>
Total assets whose use is limited or restricted	308,656	282,120
<b>Other noncurrent assets:</b>		
Due from affiliates, net of current portion	2,428	2,779
Bond issuance costs and other assets	<u>24,613</u>	<u>18,651</u>
Total other noncurrent assets	27,041	21,430
<b>Property and equipment:</b>		
Land and land improvements	5,370	5,394
Buildings	175,689	166,951
Equipment	214,922	205,283
Construction in progress	<u>10,414</u>	<u>9,286</u>
	406,395	386,914
Less accumulated depreciation	<u>(255,381)</u>	<u>(230,767)</u>
Net property and equipment	<u>151,014</u>	<u>156,147</u>
	<u>\$ 566,758</u>	<u>\$ 539,868</u>

**LIABILITIES AND NET ASSETS**

(In thousands)

	<u>2014</u>	<u>2013</u>
Current liabilities:		
Short-term notes payable	\$ 1,912	\$ 1,027
Accounts payable and accrued expenses	20,448	21,822
Accrued compensation and related expenses	25,829	23,293
Accrual for estimated third-party payor settlements	15,033	14,599
Current portion of long-term debt	<u>8,131</u>	<u>7,931</u>
Total current liabilities	71,353	68,672
Long-term debt, net of current portion	103,495	111,781
Accrued pension and other long-term liabilities	<u>78,191</u>	<u>64,102</u>
Total liabilities	253,039	244,555
Net assets:		
Unrestricted	278,787	262,946
Temporarily restricted	15,089	14,127
Permanently restricted	<u>19,843</u>	<u>18,240</u>
Total net assets	313,719	295,313
	<u>\$ 566,758</u>	<u>\$ 539,868</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF OPERATIONS**

Years Ended September 30, 2014 and 2013  
(In thousands)

	<u>2014</u>	<u>2013</u>
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	\$442,951	\$432,232
Provision for doubtful accounts	<u>(32,476)</u>	<u>(31,493)</u>
Net patient service revenue less provision for doubtful accounts	410,475	400,739
Other revenue	23,387	24,140
Disproportionate share revenue	5,099	-
Net assets released from restrictions for operations	<u>1,354</u>	<u>1,886</u>
Total unrestricted revenue and other support	440,315	426,765
Expenses:		
Salaries and wages	186,457	180,716
Employee benefits	48,346	45,644
Supplies and other	76,206	76,347
Purchased services	61,668	59,783
Professional fees	2,670	3,170
Depreciation and amortization	25,397	25,047
Medicaid enhancement tax	16,437	16,541
Interest expense	<u>4,057</u>	<u>4,720</u>
Total expenses	<u>421,238</u>	<u>411,968</u>
Income from operations	19,077	14,797
Nonoperating income (loss):		
Unrestricted gifts and bequests	218	159
Investment income and other	9,923	92
Loss on extinguishment of debt	<u>-</u>	<u>(3,169)</u>
Total nonoperating income (loss)	<u>10,141</u>	<u>(2,918)</u>
Excess of revenues and gains over expenses	\$ <u>29,218</u>	\$ <u>11,879</u>

See accompanying notes.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS**

Years Ended September 30, 2014 and 2013  
(In thousands)

	<u>2014</u>	<u>2013</u>
Unrestricted net assets:		
Excess of revenues and gains over expenses	\$ 29,218	\$ 11,879
Net unrealized gains on investments	2,627	22,870
Net transfers from affiliates	312	295
Net assets released from restrictions used for purchases of property and equipment	62	112
Pension adjustment	<u>(16,378)</u>	<u>26,967</u>
Increase in unrestricted net assets	15,841	62,123
Temporarily restricted net assets:		
Restricted contributions and pledges	1,157	1,285
Restricted investment income	984	66
Contributions to affiliates and other community organizations	(146)	(135)
Net unrealized gains on investments	383	2,019
Net assets released from restrictions for operations	(1,354)	(1,886)
Net assets released from restrictions used for purchases of property and equipment	<u>(62)</u>	<u>(112)</u>
Increase in temporarily restricted net assets	962	1,237
Permanently restricted net assets:		
Restricted contributions and pledges	1,211	1,022
Unrealized gains on trusts administered by others	<u>392</u>	<u>466</u>
Increase in permanently restricted net assets	<u>1,603</u>	<u>1,488</u>
Increase in net assets	18,406	64,848
Net assets, beginning of year	<u>295,313</u>	<u>230,465</u>
Net assets, end of year	<u>\$313,719</u>	<u>\$295,313</u>

See accompanying notes.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended September 30, 2014 and 2013

(In thousands)

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities:		
Increase in net assets	\$ 18,406	\$ 64,848
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(2,368)	(2,307)
Depreciation and amortization	25,397	25,047
Net realized and unrealized gains on investments	(12,123)	(23,589)
Bond premium amortization	(154)	(202)
Loss on extinguishment of debt	-	3,169
Provision for doubtful accounts	32,476	31,493
Equity in earnings of affiliates, net	(6,121)	(5,835)
(Gain) loss on disposal of property and equipment	(55)	56
Pension adjustment	16,378	(26,967)
Changes in operating assets and liabilities:		
Accounts receivable	(33,311)	(35,940)
Supplies, prepaid expenses and other current assets	(234)	(1,944)
Other assets	(6,279)	(11,973)
Due from affiliates	497	44
Accounts payable and accrued expenses	(1,374)	(414)
Accrued compensation and related expenses	2,536	1,071
Accrual for estimated third-party payor settlements	434	3,257
Accrued pension and other long-term liabilities	<u>(2,289)</u>	<u>8,069</u>
Net cash provided by operating activities	31,816	27,883
Cash flows from investing activities:		
Increase in property and equipment, net	(20,148)	(23,961)
Purchases of investments	(50,714)	(161,265)
Proceeds from sales of investments	26,381	127,222
Equity distributions from affiliates	<u>6,377</u>	<u>6,152</u>
Net cash used by investing activities	(38,104)	(51,852)
Cash flows from financing activities:		
Proceeds from long-term debt	-	81,052
Payments on long-term debt	(7,932)	(67,646)
Change in short-term notes payable	885	326
Bond issuance costs	-	(766)
Restricted contributions and pledges	<u>2,282</u>	<u>2,289</u>
Net cash (used) provided by financing activities	<u>(4,765)</u>	<u>15,255</u>
Net decrease in cash and cash equivalents	(11,053)	(8,714)
Cash and cash equivalents at beginning of year	<u>24,006</u>	<u>32,720</u>
Cash and cash equivalents at end of year	\$ <u>12,953</u>	\$ <u>24,006</u>

See accompanying notes.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

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

#### Organization

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

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

In March 2009, Concord Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic permanent and temporarily restricted funds, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2014 and 2013 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

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

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

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

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

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

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

*Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The most significant areas which are affected by the use of estimates include the allowance for doubtful accounts and contractual adjustments, estimated third-party payor settlements, and actuarial assumptions used in determining pension expense, health benefit plan expense, workers' compensation costs and malpractice losses.

*Concentration of Credit Risk*

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The State Street S&P 500 CTF exceeded 10% of investments as of September 30, 2014 and 2013.

*Cash and Cash Equivalents*

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

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

*Supplies*

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

*Assets Whose Use is Limited or Restricted*

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

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

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

**Investments and Investment Income**

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

**Beneficial Interest in Perpetual Trusts**

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

**Investment Policies**

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

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

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

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

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

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

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

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

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

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

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

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

The System's allowance for doubtful accounts for self-pay patients represented 87% of self-pay accounts receivable at September 30, 2014 and 2013. The total provision for the allowance for doubtful accounts was \$32,476 and \$31,493 for the years ended September 30, 2014 and 2013, respectively. The System also allocates a portion of the allowance and provision for doubtful accounts to charity care, which is reflected within net patient service revenue, net of contractual allowance and discounts, in the accompanying consolidated statements of operations. The System's self-pay bad debt writeoffs increased \$212, from \$32,284 in 2013 to \$32,496 in 2014. The change in bad debt writeoffs was a result of collection trends.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

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

#### Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2014 and 2013, depreciation expense was \$25,336 and \$24,859, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. Interest capitalized as part of construction projects was \$23 during 2013. There was no interest capitalized during 2014.

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

#### Federal Grant Revenue and Expenditures

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

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

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

#### Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System determines the costs associated with providing charity care by calculating a ratio of cost to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2014 and 2013 were approximately \$349 and \$607, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

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

*Temporarily and Permanently Restricted Net Assets*

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

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

*Net Patient Service Revenue*

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2014 and 2013, net patient service revenue in the accompanying consolidated statements of operations increased by approximately \$2,914 and \$1,366, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 27% and 3% and 28% and 3% of the System's net patient service revenue for the years ended September 30, 2014 and 2013, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

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



# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

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

#### Donor-Restricted Gifts

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

#### Excess of Revenues and Gains Over Expenses

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

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

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

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

#### Income Taxes

The Hospital, CRHCDC, CRHVC, CH/DHC and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. With few exceptions, the System is no longer subject to income tax examination by the U.S. federal or state tax authorities for years before 2011.

#### Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately \$215 and \$184 for the years ended September 30, 2014 and 2013, respectively.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

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

#### **Subsequent Events**

Management of the System evaluated events occurring between the end of its fiscal year and December 8, 2014, the date the consolidated financial statements were available to be issued.

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

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2014 and 2013, transfers made to CRHC were \$(125) and \$(212), respectively, and transfers received from Capital Region Health Care Services Corporation (CRHCSC) were \$437 and \$507, respectively.

A brief description of affiliated entities is as follows:

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

Amounts due the System, primarily from joint ventures, totaled \$2,866 and \$3,363 at September 30, 2014 and 2013, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables (\$931 and \$968 at September 30, 2014 and 2013, respectively) with principal and interest (6.75% at September 30, 2014) payments due monthly. Interest income amounted to \$64 and \$67 for the years ended September 30, 2014 and 2013, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were \$146 and \$135 in 2014 and 2013, respectively.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

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

Investments totaling \$12,390 and \$2,384 at September 30, 2014 and 2013, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	<u>2014</u>	<u>2013</u>
<b>Board designated funds:</b>		
Cash and cash equivalents	\$ 2,598	\$ 2,416
Fixed income securities	38,060	36,488
Marketable equity and other securities	199,507	175,797
Inflation-protected securities	<u>23,060</u>	<u>15,442</u>
	263,225	230,143
<b>Held by trustee for workers' compensation reserves:</b>		
Fixed income securities	3,749	3,629
<b>Health insurance and other escrow funds:</b>		
Cash and cash equivalents	961	863
Fixed income securities	1,259	912
Marketable equity securities	<u>4,530</u>	<u>3,808</u>
	6,750	5,583
<b>Held by trustee for construction fund:</b>		
Cash equivalents	-	10,398
<b>Donor restricted:</b>		
Cash and cash equivalents	3,450	2,635
Fixed income securities	2,946	3,696
Marketable equity securities	15,487	13,961
Inflation-protected securities	1,785	1,290
Trust funds administered by others	11,070	10,678
Other	<u>194</u>	<u>107</u>
	34,932	32,367
	<u>\$308,656</u>	<u>\$282,120</u>

Included in marketable equity and other securities above are \$111,693 and \$80,648 at September 30, 2014 and 2013, respectively, in so called alternative investments. See also note 14.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

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

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

	<u>2014</u>	<u>2013</u>
Unrestricted:		
Interest and dividends	\$ 3,173	\$ 2,936
Investment income from trust funds administered by others	533	496
Net realized gains (losses) on sales of investments	<u>7,987</u>	<u>(1,632)</u>
	11,693	1,800
Restricted:		
Interest and dividends	250	200
Net realized gains (losses) on sales of investments	<u>734</u>	<u>(134)</u>
	<u>984</u>	<u>66</u>
	<u>\$ 12,677</u>	<u>\$ 1,866</u>
Other changes in net assets:		
Net unrealized gains on investments:		
Unrestricted	\$ 2,627	\$ 22,870
Temporarily restricted	383	2,019
Permanently restricted	<u>392</u>	<u>466</u>
	<u>\$ 3,402</u>	<u>\$ 25,355</u>

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was \$1,693 and \$1,550 in 2014 and 2013, respectively.

Investment management fees expensed and reflected in nonoperating income were \$884 and \$736 for the years ended September 30, 2014 and 2013, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

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

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2014 and 2013:

	<u>Less Than 12 Months</u>		<u>12 Months or Longer</u>		<u>Total</u>	
	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>	<u>Fair Value</u>	<u>Unrealized Losses</u>
<u>2014</u>						
Marketable equity securities	\$ 1,188	\$ (142)	\$34,834	\$ (1,687)	\$36,022	\$ (1,829)
Fund-of-funds	<u>17,772</u>	<u>(1,191)</u>	<u>16,417</u>	<u>(1,370)</u>	<u>34,189</u>	<u>(2,561)</u>
	<u>\$ 18,960</u>	<u>\$ (1,333)</u>	<u>\$ 51,251</u>	<u>\$ (3,057)</u>	<u>\$ 70,211</u>	<u>\$ (4,390)</u>
<u>2013</u>						
Marketable equity securities	\$41,047	\$ (882)	\$ 47	\$ (19)	\$41,094	\$ (901)
REIT	108	(3)	—	—	108	(3)
Fund-of-funds	<u>7,344</u>	<u>(658)</u>	<u>8,800</u>	<u>(981)</u>	<u>16,144</u>	<u>(1,639)</u>
	<u>\$48,499</u>	<u>\$ (1,543)</u>	<u>\$ 8,847</u>	<u>\$ (1,000)</u>	<u>\$ 57,346</u>	<u>\$ (2,543)</u>

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes that unrealized losses related to securities that have suffered an other-than-temporary decline in value are not material to these consolidated financial statements.

**4. Defined Benefit Pension Plan**

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

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

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

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

The following table summarizes the Plan's funded status at September 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Pension benefits:		
Fair value of plan assets	\$ 151,055	\$ 131,706
Projected benefit obligation	<u>(199,121)</u>	<u>(172,761)</u>
	<u>\$ (48,066)</u>	<u>\$ (41,055)</u>
Activities for the year consist of:		
Benefit payments and administrative expenses	\$ 7,556	\$ 9,356
Net periodic benefit cost	9,333	10,923

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

	<u>2014</u>	<u>2013</u>
Change in benefit obligation:		
Benefit obligation at beginning of year	\$172,761	\$186,897
Service cost	8,447	8,711
Interest cost	9,052	7,940
Actuarial loss (gain)	16,417	(21,431)
Benefit payments and administrative expenses paid	<u>(7,556)</u>	<u>(9,356)</u>
Benefit obligation at end of year	<u>\$199,121</u>	<u>\$172,761</u>
Change in plan assets:		
Fair value of plan assets at beginning of year	\$131,706	\$117,798
Actual return on plan assets	8,205	11,264
Employer contributions	18,700	12,000
Benefit payments and administrative expenses paid	<u>(7,556)</u>	<u>(9,356)</u>
Fair value of plan assets at end of year	<u>\$151,055</u>	<u>\$131,706</u>
Funded status and amount recognized in noncurrent liabilities at September 30	<u>\$ (48,066)</u>	<u>\$ (41,055)</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

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

Amounts recognized as a change in unrestricted net assets during the years ended September 30, 2014 and 2013 consist of:

	<u>2014</u>	<u>2013</u>
Net actuarial loss (gain)	\$19,115	\$(22,539)
Net amortized loss	(2,770)	(4,492)
Prior service credit amortization	<u>33</u>	<u>64</u>
 Total amount recognized	 <u>\$16,378</u>	 <u>\$(26,967)</u>

**Pension Plan Assets**

The fair values of the System's pension plan assets and target allocations as of September 30, 2014 and 2013, by asset category are as follows (see Note 14 for level definitions):

	Target Allo- cation					Percentage of Plan Assets September 30,
	<u>2014</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>	<u>2014</u>
Short-term investments:	0 – 20%					13%
Money market funds		\$19,389	\$ –	\$ –	\$ 19,389	
Equity securities:	40 – 80%					58%
Common stocks		8,040	–	–	8,040	
Mutual funds – international		13,288	–	–	13,288	
Common collective trust		–	24,154	–	24,154	
Funds-of-funds		–	3,831	37,393	41,224	
Fixed income securities:	5 – 80%					21%
Mutual funds – REIT		685	–	–	685	
Mutual funds – fixed income		27,054	–	–	27,054	
Funds-of-funds		–	–	4,545	4,545	
Hedge funds:	0 – 30%					8%
Inflation hedge		<u>–</u>	<u>12,676</u>	<u>–</u>	<u>12,676</u>	
		<u>\$68,456</u>	<u>\$40,661</u>	<u>\$41,938</u>	<u>\$151,055</u>	



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

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

	Target Allo- cation <u>2013</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>	Percentage of Plan Assets September 30, <u>2013</u>
Short-term investments:	0 – 5%					7%
Money market funds		\$ 9,186	\$ –	\$ –	\$ 9,186	
Equity securities:	40 – 70%					71%
Common stocks		6,960	–	–	6,960	
Mutual funds – international		36,542	–	–	36,542	
Common collective trust		–	20,170	–	20,170	
Funds-of-funds		–	3,672	26,582	30,254	
Fixed income securities:	10 – 60%					13%
Mutual funds – REIT		545	–	–	545	
Mutual funds – fixed income		11,529	–	–	11,529	
Funds-of-funds		–	–	4,568	4,568	
Hedge funds:	0 – 20%					9%
Inflation hedge		–	11,952	–	11,952	
		<u>\$64,762</u>	<u>\$35,794</u>	<u>\$31,150</u>	<u>\$131,706</u>	

The funds-of-funds are invested with seven investment managers and have various restrictions on redemptions. Five of the managers holding amounts totaling approximately \$31 million at September 30, 2014 allow for monthly redemptions, with notices ranging from 5 to 15 days. Two managers holding amounts totaling approximately \$15 million at September 30, 2014 allow for quarterly redemptions, with a notice of 45 or 65 days. Two of the funds also require a one-year lock on initial deposit of funds. One fund also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (maximum of 1.5%).

The table below sets forth a summary of changes in plan assets using unobservable inputs (Level 3):

	<u>2014</u>	<u>2013</u>
Balance, beginning of year	\$31,150	\$33,772
Unrealized gains (losses) related to instruments still held at the reporting date	2,015	(566)
Purchases	8,984	4,000
Sales	<u>(211)</u>	<u>(6,056)</u>
Balance, end of year	<u>\$41,938</u>	<u>\$31,150</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

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

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

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

Amounts included in expense during fiscal 2014 and 2013 consist of:

	<u>2014</u>	<u>2013</u>
Components of net periodic benefit cost:		
Service cost	\$ 8,447	\$ 8,711
Interest cost	9,052	7,940
Expected return on plan assets	(10,903)	(10,156)
Amortization of prior service cost and gains and losses	<u>2,737</u>	<u>4,428</u>
Net periodic benefit cost	<u>\$ 9,333</u>	<u>\$ 10,923</u>

The accumulated benefit obligations for the plan at September 30, 2014 and 2013 were \$187,040 and \$161,290, respectively.

	<u>2014</u>	<u>2013</u>
Weighted average assumptions to determine benefit obligation:		
Discount rate	4.78%	5.38%
Rate of compensation increase	2.00	2.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	5.38%	4.40%
Expected return on plan assets	8.00	8.00
Cash balance credit rate	5.00	5.00
Rate of compensation increase	2.00	2.00

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

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

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

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2015 are as follows:

Actuarial loss	\$ 4,100
Prior service credit	<u>(33)</u>
	<u>\$ 4,067</u>

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

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund \$12,000 in cash contributions to the plan for the 2015 plan year.

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

<u>Year Ended September 30</u>	<u>Pension Benefits</u>
2015	\$ 10,359
2016	11,426
2017	13,556
2018	14,132
2019	15,106
2020 – 2024	89,267

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

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

Medicare

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

The physician practices are reimbursed on a fee screen basis.

## CONCORD HOSPITAL, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

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

##### Disproportionate Share Payments and Medicaid Enhancement Tax

Under the State of New Hampshire's tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.5% of net patient service revenues, with certain exclusions. The amount of tax incurred by the System for fiscal 2014 and 2013 was \$16,437 and \$16,541, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. In addition, as part of the State of New Hampshire's biennial budget process for the two-year period ended June 30, 2013, the State eliminated disproportionate share payments to certain New Hampshire hospitals, including the System. For the year ended June 30, 2014, the State of New Hampshire restored a portion of disproportionate share funding, and the System received \$5,099 in disproportionate share payments which are recorded within unrestricted revenue and other support.

During 2014, the Centers for Medicare and Medicaid Services (CMS) began an audit of the State's program and the disproportionate share payments made by the State in 2011, the first year that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. At the date of these consolidated financial statements, CMS's audit was still in process, and the System has received no indication of adjustments, if any, that may be made to disproportionate share payments received in prior years. As such, no amounts have been reflected in the accompanying consolidated financial statements related to this contingency.

The System amended certain past MET returns based upon further guidance which provided that certain exclusions can be deducted from net patient service revenues. During 2014, the State completed an initial audit of those amended returns. The outcome of the amended returns and related audits is uncertain at the date of these consolidated financial statements, and no amounts have been reflected in these consolidated financial statements related to those matters.

##### Medicaid

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

The physician practices are reimbursed on a fee screen basis.

##### Other

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

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

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

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2010 for Medicare and Medicaid.

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

Long-term debt consists of the following at September 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
2.0% to 5.0% New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from \$1,543 to \$3,555 through 2043, including unamortized original issue premium of \$3,429 in 2014 and \$3,550 in 2013	\$ 46,714	\$ 47,860
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from \$1,860 to \$3,977 through 2024	27,550	31,011
1.3% to 5.6% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from \$2,737 to \$5,201 through 2026, including unamortized original issue premium of \$233 in 2014 and \$252 in 2013	<u>37,362</u>	<u>40,841</u>
	111,626	119,712
Less current portion	<u>(8,131)</u>	<u>(7,931)</u>
	<u>\$103,495</u>	<u>\$111,781</u>

In February 2013, \$48,631 (including an original issue premium of \$3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities. As a result of the advance refunding, the unamortized bond issuance costs and original issue discount related to the Series 2001 NHHEFA Hospital Revenue Bonds were included in loss on extinguishment of debt and totaled \$1,483 for the year ended September 30, 2013. As of September 30, 2013, none of the Series 2001 advance refunded bonds remained outstanding.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

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

In April 2013, \$32,421 of NHHEFA Revenue Bonds, Concord Hospital Issues, Series 2013B, were issued to advance refund the Series 2004 NHHEFA Hospital Revenue Bonds. As a result of the bond refinancing, the unamortized bond issuance costs and original issue premium related to the Series 2004 NHHEFA Hospital Revenue Bonds were included on loss on extinguishment of debt and totaled \$1,686 for the year ended September 30, 2013. As of September 30, 2013, \$31,800 of advance refunded bonds, which were considered extinguished for purposes of these consolidated financial statements, remained outstanding. These were redeemed in full during 2014.

In March 2011, \$49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment. The project began during fiscal year 2011 and was completed in fiscal year 2012.

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. In addition, the gross receipts of the Hospital are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The Hospital was in compliance with its debt covenants at September 30, 2014 and 2013.

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

Interest paid on long-term debt amounted to \$4,138 and \$4,892 for the years ended September 30, 2014 and 2013, respectively.

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

2015	\$ 8,131
2016	8,337
2017	8,570
2018	8,822
2019	9,061
Thereafter	<u>65,043</u>
	<u>\$107,964</u>

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

### 7. Commitments and Contingencies

#### Malpractice Loss Contingencies

Prior to February 1, 2011, the System was insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System maintained excess professional and general liability insurance policies to cover claims in excess of liability retention levels. The System has established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The amounts of the reserves have been determined by actuarial consultants and total \$3,908 and \$4,692 at September 30, 2014 and 2013, respectively, and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2014, there were no known malpractice claims outstanding for the System which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required loss accruals. The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. The System's interest in the captive represents approximately 28% of the captive. Control of the captive is equally shared by participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately \$420 and \$1,335 at September 30, 2014 and 2013, respectively, in other noncurrent assets on the accompanying consolidated balance sheets. Changes in the System's interest are included in nonoperating income on the accompanying consolidated statements of operations.

In accordance with Accounting Standards Update No. 2010-24, "Health Care Entities" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2014 and 2013, the Hospital recorded a liability of approximately \$19,750 and \$12,900, respectively, related to estimated professional liability losses. At September 30, 2014 and 2013, the Hospital also recorded a receivable of \$19,750 and \$12,900, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities, and bond issuance costs and other assets, respectively, on the consolidated balance sheets.

#### Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of \$2,526 and \$2,456 at September 30, 2014 and 2013, respectively, have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

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

**Litigation**

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

**Health Insurance**

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of \$440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2014 and 2013, have been recorded as a liability of \$4,508 and \$5,034, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

**Operating Leases**

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2013 are as follows:

Year Ending September 30:	
2015	\$ 4,476
2016	4,356
2017	3,775
2018	3,339
2019	3,246
Thereafter	<u>18,243</u>
	<u>\$37,435</u>

Rent expense was \$8,156 and \$8,456 for the years ended September 30, 2014 and 2013, respectively.



**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

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

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

	<u>2014</u>	<u>2013</u>
Health education and program services	\$13,604	\$12,821
Capital acquisitions	1,195	1,053
Indigent care	188	181
For periods after September 30 of each year	<u>102</u>	<u>72</u>
	<u>\$15,089</u>	<u>\$14,127</u>

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

	<u>2014</u>	<u>2013</u>
Health education and program services	\$17,088	\$15,513
Capital acquisitions	803	803
Indigent care	1,810	1,810
For periods after September 30 of each year	<u>142</u>	<u>114</u>
	<u>\$19,843</u>	<u>\$18,240</u>

**9. Patient Service and Other Revenue**

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

	<u>2014</u>	<u>2013</u>
Gross patient service charges:		
Inpatient services	\$ 400,259	\$393,992
Outpatient services	515,503	469,048
Physician services	134,699	125,705
Less charitable services	<u>(38,119)</u>	<u>(33,903)</u>
	1,012,342	954,842
Less contractual allowances and discounts:		
Medicare	348,110	313,177
Medicaid	69,545	68,347
Other	<u>181,548</u>	<u>170,770</u>
	<u>599,203</u>	<u>552,294</u>
Total Hospital net patient service revenue (net of contractual allowances and discounts)	413,139	402,548
Other entities	<u>29,812</u>	<u>29,684</u>
	<u>\$ 442,951</u>	<u>\$432,232</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013

(In thousands)

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

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2014 and 2013 from these major payor sources, is as follows for the Hospital. The provision for doubtful accounts for subsidiaries of the Hospital was not significant in 2014 and 2013.

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
<u>2014</u>				
Private payors (includes coinsurance and deductibles)	\$ 426,874	\$(181,548)	\$ (9,337)	\$235,989
Medicaid	85,624	(69,545)	(1,049)	15,030
Medicare	467,071	(348,110)	(1,869)	117,092
Self-pay	<u>32,773</u>	<u>—</u>	<u>(19,465)</u>	<u>13,308</u>
	<u>\$1,012,342</u>	<u>\$(599,203)</u>	<u>\$(31,720)</u>	<u>\$381,419</u>
<u>2013</u>				
Private payors (includes coinsurance and deductibles)	\$ 413,913	\$(170,770)	\$ (9,270)	\$233,873
Medicaid	79,936	(68,347)	—	11,589
Medicare	429,908	(313,177)	(1,948)	114,783
Self-pay	<u>31,085</u>	<u>—</u>	<u>(19,660)</u>	<u>11,425</u>
	<u>\$ 954,842</u>	<u>\$(552,294)</u>	<u>\$(30,878)</u>	<u>\$371,670</u>

**Electronic Health Records Incentive Payments**

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. Revenue totaling \$2,196 and \$3,719 associated with these meaningful use attestations was recorded as other revenue for the years ended September 30, 2014 and 2013, respectively. In addition, a receivable amount of \$674 and \$1,616 was recorded within prepaid expenses and other current assets at September 30, 2014 and 2013, respectively.

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013

(In thousands)

**10. Functional Expenses**

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

	<u>2014</u>	<u>2013</u>
Health care services	\$313,042	\$306,213
General and administrative	62,305	59,447
Depreciation and amortization	25,397	25,047
Medicaid enhancement tax	16,437	16,541
Interest expense	<u>4,057</u>	<u>4,720</u>
	<u>\$421,238</u>	<u>\$411,968</u>

Fundraising related expenses were \$751 and \$690 for the years ended September 30, 2014 and 2013, respectively.

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

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

	<u>2014</u>	<u>2013</u>
Community health services	\$ 2,721	\$ 2,627
Health professions education	3,814	4,141
Subsidized health services	27,911	23,938
Research	89	89
Financial contributions	948	1,061
Community building activities	53	45
Community benefit operations	96	49
Charity care costs (see Note 1)	<u>16,666</u>	<u>13,304</u>
	<u>\$52,298</u>	<u>\$45,254</u>

In addition, the Hospital incurred costs for services to Medicare and Medicaid patients in excess of the payment from these programs of \$70,152 and \$51,171 in 2014 and 2013, respectively.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013  
(In thousands)

12. **Concentration of Credit Risk**

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

	<u>2014</u>	<u>2013</u>
Patients	14%	18%
Medicare	35	37
Anthem Blue Cross	14	12
Cigna	6	5
Medicaid	11	10
Commercial	19	17
Workers' compensation	<u>1</u>	<u>1</u>
	<u>100%</u>	<u>100%</u>

13. **Volunteer Services (Unaudited)**

Total volunteer service hours received by the Hospital were approximately 37,300 in 2014 and 36,500 in 2013. The volunteers provide various nonspecialized services to the Hospital, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

14. **Fair Value Measurements**

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

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

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

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

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

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

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

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

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2014</u>				
Cash and cash equivalents	\$ 32,352	\$ –	\$ –	\$ 32,352
Fixed income securities	46,014	–	–	46,014
Marketable equity and other securities	55,964	51,867	111,693	219,524
Inflation-protected securities and other	14,159	10,880	–	25,039
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>11,070</u>	<u>11,070</u>
	<u>\$148,489</u>	<u>\$62,747</u>	<u>\$122,763</u>	<u>\$333,999</u>
<u>2013</u>				
Cash and cash equivalents	\$ 42,702	\$ –	\$ –	\$ 42,702
Fixed income securities	44,725	–	–	44,725
Marketable equity and other securities	69,597	43,321	80,648	193,566
Inflation-protected securities and other	11,898	4,941	–	16,839
Trust funds administered by others	<u>–</u>	<u>–</u>	<u>10,678</u>	<u>10,678</u>
	<u>\$168,922</u>	<u>\$48,262</u>	<u>\$ 91,326</u>	<u>\$308,510</u>

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

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

The System's Level 3 investments consist of so called alternative investments and trust funds administered by others. The alternative investments consist primarily of interests in limited partnership funds that are not publicly traded. The fair value measurement is based on significant unobservable inputs.

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

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2014 and 2013:

	<u>Trust Funds Administered by Others</u>	<u>Alternative Investments</u>
Balance at September 30, 2012	\$ 10,212	\$ 69,967
Purchases	—	10,900
Sales	—	(13,167)
Net realized and unrealized gains	<u>466</u>	<u>12,948</u>
Balance at September 30, 2013	10,678	80,648
Purchases	—	27,468
Sales	—	(467)
Net realized and unrealized gains	<u>392</u>	<u>4,044</u>
Balance at September 30, 2014	<u>\$11,070</u>	<u>\$111,693</u>

In accordance with ASU 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, the table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	<u>Fair Value</u>	<u>Unfunded Commit- ments</u>	<u>Redemption Frequency</u>	<u>Redemption Notice Period</u>
September 30, 2014:				
Funds-of-funds	\$ 61,418	\$ —	Monthly	5 – 15 days
Funds-of-funds	50,275	—	Quarterly	45 – 90 days*
September 30, 2013:				
Funds-of-funds	\$ 42,265	\$ —	Monthly	5 – 15 days
Funds-of-funds	38,383	—	Quarterly	45 – 65 days

\* \$9 million subject to a one year lock-up period.

# CONCORD HOSPITAL, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2014 and 2013

(In thousands)

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

#### Investment Strategies

##### Fixed Income Securities

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

##### Marketable Equity and Other Securities

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

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified as Level 2 or 3, depending on the nature of the underlying assets and valuation methodologies used as reported by the fund managers.

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

##### Inflation-Protected Securities

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

**CONCORD HOSPITAL, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

September 30, 2014 and 2013  
(In thousands)

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

*Fair Value of Other Financial Instruments*

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to \$111,626 and \$132,106, respectively, at September 30, 2014, and \$119,712 and \$129,976, respectively, at September 30, 2013.



**CAPITAL REGION HEALTH CARE  
BOARD OF TRUSTEES  
2015**

**Name**

**Mailing Address**

Jeffrey Zellers, Esq.  
Chair

[REDACTED]

Susan Fox  
Vice Chair & Secretary

[REDACTED]

Robert Steigmeyer  
President and CEO  
(ex-officio)

[REDACTED]

Bruce Burns  
Treasurer  
(Not a Board Member)

[REDACTED]

---

Valerie Acres, Esq.

[REDACTED]

D. Thomas Akey, MD

[REDACTED]

Sol Asmar

[REDACTED]

Philip Boulter, MD

[REDACTED]

Andrew Eills, Esq.

[REDACTED]

**Name**

**Mailing Address**

Marianne Fleischman, MD  
(CRVNA Chair  
Ex-officio)

[REDACTED]

Christian Hallowell, MD

[REDACTED]

Francis Hayes, MD

[REDACTED]

Jeffrey Kipperman, CPA

[REDACTED]

David Ruedig

[REDACTED]

Muriel Schadee, CPA

[REDACTED]

David Stevenson, MD

[REDACTED]

Jeffrey Towle

[REDACTED]

Susan Conboy



### *Education*

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

### *Experience*

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

November 2012-Present

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

December 2009-November 2012

- I provided consultation to the Executive Director and Clinical Supervisor of SENHS while the Multiple Offender Program was in the developmental stages: I designed forms, trained staff, and developed checks and balances system to ensure efficiency, and adherence to all applicable agency and administrative rules.
- I supervised 4 full time and 5 part-time staff. I reprised the duties of my former position at the Laconia Multiple Offender Program, albeit with more direct interaction with clients: teaching segments of the 65 hour education component, running group sessions, and meeting with clients in individual sessions and for Exits.
- I became very familiar with the ATR care coordination system, and skilled at inputting client information, to include ASI and GPRA. I was responsible for monitoring all aspects of aftercare and ensuring compliance.

Program Director/Multiple Offender Program: Laconia, New Hampshire

September 9, 2008-October 29, 2009

- Devised and implemented workflow methods for more efficient management of the program, while working to balance the needs of all stakeholders. This included, but was not limited to: revising forms, rewriting policies, streamlining procedures, hiring key staff, and improving communication amongst staff, and with other agencies and providers.

- Worked closely with treatment providers; with both Department of Motor Vehicles and Department of Safety (NH DMV) staff; and with representatives of the Courts.
- Restructured the aftercare component of the program in order to maximize efficiency, professionalism, and customer service.
- Supervised 30 full and part-time staff. Assessed strengths, delegated work, and provided feedback for continual process improvement for staff development. Facilitated monthly staff meetings. Provided clinical supervision for clinical staff. I supervised treatment team on a monthly basis as part of ongoing supervision for clinical staff.
- Collected and analyzed data to improve Driving While Impaired (DWI) recidivism outcomes.
- Provided input while putting together Administrative Rules for MOP; familiar with process.

March 2005-September 2008: Clinical Supervisor: State of New Hampshire, M.O.P.

March 2000-March 2005: Substance Abuse Counselor: State of New Hampshire, M.O.P.

2004-Taught IDIP classes on a part-time basis at SENHS, teaching the PRI curriculum.

1996-2000 - full time wait staff in Alton Bay, New Hampshire, while attending NHTI.

1980-1996-full time Assistant Manager for Star Market Corporation in Massachusetts, and Bake Shop Manager for a Star Market Agency store in New Hampshire.

1977-1980-Military Police, United States Army, honorably discharged.

#### Relevant Professional Accomplishments

- Licensed Clinical Supervisor since 2012
- Certified Public Manager (Level)-June 2007
- Adjunct Faculty Member of NHTI since 2006
- Licensed Alcohol and other Drug Counselor (LADC) since September 2004
- Impaired Driver Intervention Program (IDIP) certified since 2003
- Prevention Research Institute (PRI) certified since 2001
- 

#### Other Accomplishments that have enhanced my professional skills

- Completed the Hospice Volunteer Training in June of 2007
- Reiki II certified since 2005

#### Summary

I have demonstrated outstanding communication skills, as well as organizational skills, in the positions I have been employed in over the years. I am skilled at putting together evaluations, running groups, teaching, writing case notes, and utilizing evidence-based practices. I value a good sense of humor and have a passion for learning and teaching.

# Terry L. Dinan

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## Profile:

Strong organizational skills and close attention to detail, efficient multi-tasking skills, extensive customer service and phone experience and proficiency on the Microsoft platform. A rapid learner and self motivated employee.

## Skills Summary:

- ◆ Dependability
- ◆ Adaptability
- ◆ Written Correspondence
- ◆ General Office Skills
- ◆ Computer Savvy
- ◆ Customer Service
- ◆ Scheduling
- ◆ Cost Consciousness
- ◆ Teamwork
- ◆ Accounting/Bookkeeping
- ◆ Front-Office Operations
- ◆ Professionalism/Ethics

## Employment:

- 2/2000 – Present      Concord Hospital    *Concord, NH*  
**Office Manager: Outpatient Substance Abuse Services**
- Responsible for day to day operations and coordinating quality care to patients as well as promoting a positive image for the outpatient practice through patient and community contact.
  - Responsible for serving as the liaison among physicians, nurse practitioners and support staff.
- 10/1998 – 2/2000      Concord Hospital    *Concord, NH*  
**Unit Secretary: The Family Place**
- 8/1987 – 10/1998      Concord Hospital    *Concord, NH*  
**Unit Secretary: 5West: Inpatient Behavioral Health**
- 12/1986 – 8/1987      Concord Hospital    *Concord, NH*  
**Unit Secretary: Night Float**

## Education:

- 1979 – Licensed Nursing Assistant, State of NH  
1977 – High School Diploma, Kalaheo High School Kailua, HI

## Monica L. Percy Edgar

### **Education/Professional Certificates**

1994 – 1998

Masters in Psychiatric Nursing - Rivier College, Nashua, NH.

Focus of practicum sites:

Hospital Consultation – Dartmouth Hitchcock Medical Center, Lebanon NH

Assessment and Individual/Group therapy with co-occurring–

Substance Use Services (SUS), Concord Hospital, Concord, NH.

Psychopharmacotherapy – Concord Psychiatric Associates, Concord, NH.

1985 – 1987

B. S. in Nursing, Castleton State College, Castleton, VT.

1981 – 1984

A. D. in Nursing, Castleton State College, Castleton, VT

Certified Adult Psychiatric and Mental Health Clinical Specialist, American Nurse Credentialing Ctr

Drug Enforcement Administration (DEA) License

Licensed Advanced Practice Registered Nurse, New Hampshire

Licensed Registered Nurse, New Hampshire

Master Licensed Alcohol and Drug Counselor

### **Professional Experience**

2010 to Present

Director, Co-occurring diagnosis evaluations, psychopharmacotherapy, facilitator of individual and group therapy, supervising of SUS clinicians, utilization review, assistant to implementation of evidence based practices, consultation for colleagues, managing daily SUS operations, educator and patient advocate.

1998 to Present

Psychiatric Nurse Practitioner, Riverbend Counseling Associates, Concord, NH.

Psychiatric evaluation and psychopharmacotherapy.

1998 to 2010

Psychiatric Nurse Practitioner, Substance Use Services, Concord Hospital, Concord, NH.

Co-occurring diagnosis evaluations, psychopharmacotherapy, facilitator of individual and group therapy utilization review, assistant to implementation of evidence based practices, consultation for colleagues, educator and patient advocate.

1996 to 1998

Case Manager for Psychiatric Partial Hospitalization Program and Outpatient Electro convulsive Therapy (ECT) patients, Concord Hospital, Concord, NH.

Developed and implemented outpatient ECT program, and case management services.

1995-1998

Substance Abuse Nurse, Fresh Start, Concord Hospital, Concord, NH.

Substance use disorders assessments, case management, and facilitator of psycho educational groups in the intensive outpatient program (IOP), Fresh Start

1991-1996

Staff Nurse, Acute Adult Psychiatric Unit, Concord Hospital, Concord, NH.

Psychiatric nursing assessment and treatment, planned and implemented therapeutic groups, Clinical II RN, Evening Senior Resource Person (RP), and coordinated unit staffing schedule.

1990 to 1991

Medical-Surgical Staff Nurse, Medical-Surgical Unit, Copley Hospital, Morrisville, VT.  
Provided medical-surgical nursing care to all ages.

1989 to 1990

Charge Nurse, Long-term Geriatric Facility, McKerley Health Care Center, Laconia, NH.  
Supervised and provided geriatric nursing care.

1985 to 1989

Charge Nurse, Chemical Dependency Rehabilitation, Seminole Point Hospital, Sunapee, NH.  
Assessment and treatment of adult detoxification, and supervising support staff.

### **Honors and Professional Memberships**

Member of NH Governor's Commission, Treatment and Recovery Task Force

2009 Addiction Health Services Research Award, Center Substance Abuse Treatment (CSAT)

2008 New England Addiction Leadership Institute, New Hampshire Representative

Member, New Hampshire Nurse Practitioner Association

Member, New Hampshire Alcohol and Drug Association

Member, Sigma Theta Tau, National Honor Society, Graduate Level

Seminars and in-service trainings throughout career

# Nancy Richards Nemcovich

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## Credentials:

NH Licensed Alcohol and Drug Counselor (LADC) - # 316.

## Substance Abuse Counseling Experience:

2013—Present. Concord Hospital. Licensed Alcohol and Drug Counselor. Responsible for identification, clinical assessment and outpatient treatment modalities for adult patients 17 years and older seeking services for substance use disorders.

2010 – 2013 Fulcrum Behavioral Consultants. Working with adolescents in the community and schools that have been court ordered by JPPO's to reduce potential for violence and drug abuse. Coordination between youth, families, school community and JPPO's. Complete school attendance checks, school performance assessments, curfew monitoring, drug testing. Provide behavior management strategies, healthy relationship interventions and community resource identification and referrals. Complete all reports on youth on caseload in a timely manner for case managers.

1989 – 2009 State of NH – Bureau of Drug & Alcohol Services, Multiple DWI Offender Program. Licensed Alcohol and Drug Counselor. Completed substance abuse evaluations for the courts including recommendations and referrals, completed intake/histories, made assessments on clients, facilitated group discussion and educational instruction, individual counseling, record keeping, program development, liaison with courts and other agencies and orientation and training of new counselors/interns. Reduced hours to part-time in 1999 through 2009.

2005 – 2007 Horizons Counseling Center. Licensed Alcohol and Drug Counselor. Completed substance abuse evaluations mandated by the court system in an outpatient treatment setting. Part-time.

1991 – 1992 NH Department of Corrections, Shock Incarceration Unit at NH State Prison. Curriculum development of drug and alcohol education program component, assessment, and intervention for inmates at the Shock Incarceration Program. Provided education, made recommendations for probation officials regarding the mandating of a drug treatment plan and self help group attendance for identified inmates. Provided group counseling with minimal individual counseling, including aftercare group meetings after graduation from the unit, developed assessment tools to determine the effectiveness of this program and completed reporting forms in a timely manner as necessary to measure the effectiveness of the alcohol and drug education in the program.

1990 Challenge Program. Educator with the court diversion intervention project for juvenile first offenders on topics relative to the use and abuse of alcohol and other drugs. Much of the education involved group process. Completed assessments, evaluations and



## **Nancy Richards Nemcovich**

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caseload of juveniles and their families. Conducted home, school and office meetings for assessment and case planning for each youth. Made necessary referrals for youths and their families, maintained active liaisons with school systems, police departments, courts and area human service providers in Sullivan County. Developed and coordinated monthly board meetings, initiated and coordinated bi-weekly clinical staff meetings, conducted presentations to various agencies, reviewed monthly program use and financial statics, supervised and supported two other staff members.

### **Substance Abuse Counseling Experience (continued):**

1986 - 1987 Youth Services Bureau. Youth Counselor. Maintained a court diversion caseload, conducted office/home visits with clients/families, conducted school visits, prepared home reports for diversion committee, scheduled and attended hearings, facilitated in developing appropriate contracts, supervised appointments between clients, victims and/or place of community service, maintained a counseling caseload, intervened in any emergency situation and assisted in the screening process of prospective committee members.

1984 – 1986 Seminole Point Hospital. Worked as a substance abuse counselor in a residential inpatient treatment program with complete case management responsibilities, conducted group and individual counseling, maintained patient records, participated in treatment team planning, involved in crisis intervention strategies, assisted in family participation day, conducted lectures and workshops on a regular basis and addressed inappropriate behaviors by patients.

### **Education:**

Certificate in Alcohol Counseling – NH Technical Institute, May 1985.

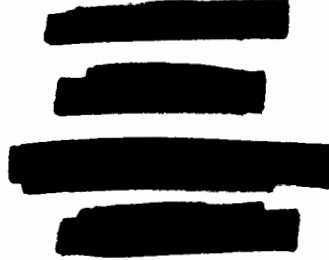
Bachelor of Arts – Psychology, Keene State College, May 1984.

Associate of Arts – Alcohol Studies, Keene State College, May 1984.

### **References:**

Available upon request.

Stephanie DeSantis



## EDUCATION

University at Buffalo, State University of New York Buffalo, NY

### **Masters in Rehabilitation Counseling**

May 2011

GPA: 3.6

University at Buffalo, State University of New York Buffalo, NY

### **Bachelor of Arts in Psychology, Minor in Sociology**

May 2009

GPA: 3.782, Suma Cum Laude

## EMPLOYMENT

### Substance Abuse Counselor

July 27, 2015-Present

Concord Hospital; Substance Use Services, Concord NH

Duties:

- Assist clients with substance abuse and mental health symptoms work towards goals of recovery based lifestyle
- Correspond care with probation, court, and other treatment providers
- Provide case notes, group notes, treatment plans
- Case Management
- Provide counseling interventions to achieve goals such as person centered through individual and group counseling

### Substance Abuse Counselor

February 2015-July 2015

Concord Metro, Concord NH

Duties:

- Assist clients with substance abuse and mental health symptoms work towards goals of recovery based lifestyle
- Assist clients with proper administration of Methadone Medication
- Correspond care with probation, court, and other treatment providers
- Provide case notes, group notes, treatment plans

Substance Abuse Counselor

May 2011-February 2015

Horizon Health Services, Tonawanda NY

Duties:

- Assist clients with substance abuse and mental health symptoms work on goals to achieve abstinence from all mind altering substances
- Provide case notes, group notes, treatment plans, and court reports
- Provide counseling interventions to achieve goals such as person centered through individual and group counseling
- Correspond with probation, parole, and court as well as insurance companies

Independent Residential Assistant Specialist

March 2010 – August 2010

People Inc, Amherst, NY

Duties:

- Assist clients with mild mental retardation in goal setting on independent daily activities such as budgeting and meal preparation
- Provide counseling and intervention to achieve goals
- Provide case notes for client's progress

Primary Instructor

May 2009 – May 2011

People Inc, West Seneca, NY

Duties:

- Assisted client's with severe mental retardation in goal setting on social and basic daily activities such as feeding, grooming, and using assistive technology to communicate
- Provided necessary behavioral support to implement set goals
- Provided case notes for client progress

Customer Service Representative

November 2003 – January 2008

Waldbaums, Greenlawn, NY

Duties:

- Assisting customers with any issues such as finding items, returns, and any complaints
- Handling money and secretarial duties such as filing paper work, excel, Microsoft office, answering phones

## **PROFESSIONAL/RESEACH EXPERIENCE**

### Practicum Student-Intern

Restoration Society, Buffalo NY

September 2010-May 2011

#### Duties:

- Teach classes such as irrational beliefs, everyday life skills and conflict resolution, teaching the customers different tools to overcome life's obstacles while dealing with their mental health illness.
- Provide case notes and group notes for clients progress
- Assist clients with mental illness in creating treatment plans, intakes, and vocational services

### Practicum Student-Intern

Southern Erie Medical Clinic, Hamburg, NY

October 2009- June2010

#### Duties:

- Assisting clients with substance abuse issues in creating personalized treatment plans, intakes, and individual counseling sessions
- Provide case notes and group notes for clients progress

### Research Assistant

University at Buffalo, Buffalo, NY

January 2007-May 2008

#### Duties:

- Photocopied test materials, data entry using excel, and correlating data
- Administered tests to participants in individual and group settings studying the relationship between depression and rumination

## **CERTIFICATIONS**

- CRC- Certified Rehabilitation Counselor

## **AWARDS**

- Phi Eta Sigma
- Psi Chi
- Phi Beta Kappa
- Golden Key Honor Society
- Girl Scout Gold and Silver Award

## **REFERENCES**

Provided upon request

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Susan Conboy	Counselor	49,200	13%	6,500
Monica Edgar	Director	110,000	14%	12,602
Nancy Nemcovich	Counselor	49,200	13%	6,500
Stephanie DeSantis	Counselor	40,000	16%	6,500
Terry Dinan	Office Manager	49,500	13%	6,500



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 250 Pleasant Street, Suite 5400, Concord, NH 03301.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #106) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$280,421.00.
3. Add Exhibit A-1, Scope of Services
4. Delete in its entirety Exhibit B Amendment #3, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7/22/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Concord Hospital, Inc.

7/21/2015  
Date

Robert P. Steigmeyer  
NAME Robert P. Steigmeyer  
TITLE President + CEO

Acknowledgement:  
State of NH, County of Merrimack on 7/21/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Christina Decato  
Name and Title of Notary or Justice of the Peace



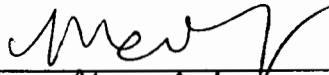
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/3/15  
Date

  
Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:





Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

*MB*

7/21/2015



Exhibit A-1

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.



## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

#### **A. Funding for Exhibit A, Amendment #3**

For the period of July 1, 2015 through December 31, 2015, funding for funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$37,203.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

#### **B. Funding for Exhibit A-1, Scope of Services**

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed \$20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with funding requirements.

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor



may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount



\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.

*MJ*

7/21/2015



- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

*[Handwritten Signature]*  
Date 2/21/2015



The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

#### VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

#### IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

- A. Payment for said services shall be made as follows:
- i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
  - ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

Exhibit B Amendment #4

Contractor Initials

*MLP*

Page 5 of 6

Date

*7/21/2015*

New Hampshire Department of Health and Human Services  
Exhibit B Amendment #4



The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301

- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
- C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved project, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked, and amounts being billed for the specific project.
- D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

*MS*  
7/21/2005



**CERTIFICATE**

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

*The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.*

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President  
Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 21 day of July 2015.

(Corporate seal)

Mary Boucher  
Secretary

State of NH, County of Merimack

On this the 21<sup>st</sup> day of July, 2015, before me, Mary Boucher, the undersigned officer, personally appeared Mary Boucher, who acknowledged her/himself to be the

secretary of Concord Hospital, Inc. a corporation, and that such Mary Boucher being authorized to do so, executed the foregoing instrument for the purposes

therein contained, by signing the Concord Hospital, Inc. incorporation by her/himself as Mary Boucher.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Seal)



Christina Decato  
Notary Public/Justice of the Peace

My Commission expires: April 18, 2017



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State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 250 Pleasant Street, Suite 5400, Concord, NH 03301.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #106) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$260,421.00.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.
8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



- 
9. Add Exhibit C-1, Revisions To General Provisions.
  10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
  11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
  12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
  13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
  14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
  15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/5/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Concord Hospital, Inc.

6/5/15  
Date

Robert P. Steigmeyer  
NAME Robert P. Steigmeyer  
TITLE President + CEO

Acknowledgement:

State of NH, County of Merrimack on June 5<sup>th</sup> 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Christina Decato  
Name and Title of Notary or Justice of the Peace



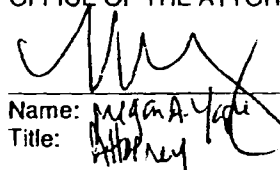
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/9/15

  
Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A Amendment #3

Scope of Services

**A. Population Served**

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

**B. Required Treatment Services**

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	Treatment Services
X	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b> Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) –</b> A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b> Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</b> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</b> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</p>
	<p><b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</b> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
X	<p><b>Recovery Support Services:</b>                      Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.</p> <p>Types of Recovery Support Services are listed below:</p>
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><b>Recovery Support Services</b> as identified above provided to pregnant &amp; parenting women.</p>

**C. Required Provisions for Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

Contractor Initials: MLL  
 Date: 6/5/15



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.htm](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.htm)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

**Access to Services:**

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

**Clients Eligible for Treatment Services:**

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care



Exhibit A Amendment #3

3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. **Medication Assisted Treatment with Buprenorphine eligibility:** Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

**Waiting List Management:**

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

**Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:**

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

**Interim Services for other Clients:**

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

**Services to pregnant and parenting women:**

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

Exhibit A Amendment #3

Page 7 of 16

Contractor Initials: *MS*

Date: *6/15/15*



**Exhibit A Amendment #3**

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the



**Exhibit A Amendment #3**

Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CMWITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

***Critical Incident/Sentinel Event Reporting:***

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.



## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$ \$37,203.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service



It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. **Abstinence:** The client reports reduced or no substance use in the past 30 days.
- ii. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days.
- iv. **Stability in Housing:** The client reports being in stable housing.
- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

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**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)

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- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services; Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)**

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

Date

6/5/15

Name:  
Title:

Robert P. Stelgmeier  
President + CEO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

6/5/15  
Date

[Signature]  
Name: Robert P. Steigmayer  
Title: President + CEO



Exhibit F Amendment #1

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

10/15/15  
Date

Robert P. Steigmeier  
Name: Robert P. Steigmeier  
Title: President + CEO

Contractor Initials RS  
Date 10/15/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/15/15

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/5/15  
Date

*Robert P. Steigmeier*  
Name: *Robert P. Steigmeier*  
Title: *President + CEO*

Exhibit G

Contractor Initials *RS*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

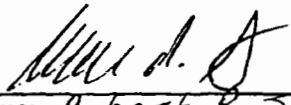
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/5/15  
Date

  
Name: Robert P. Stegmayer  
Title: President - CEO





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**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*ADP*

*6/5/15*



- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*M/S*

*6/5/15*



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

*AW*

Date *6/5/15*



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen Dunn  
Signature of Authorized Representative

Kathleen A Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

6/5/15  
Date

Concord Hospital Inc.  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Robert P. Steigmeyer  
Name of Authorized Representative

President + CEO  
Title of Authorized Representative

6/5/15  
Date

**CERTIFICATE**

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

*The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.*

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President  
Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 5 day of June, 2015.

(Corporate seal)

Mary Boucher  
Secretary

State of NH County of Merrimack

On this the 5 day of June, 2015, before me, Mary Boucher, the undersigned

officer, personally appeared Mary Boucher, who acknowledged her/himself to be the

secretary of Concord Hospital, Inc. a corporation, and that such

secretary being authorized to do so, executed the foregoing instrument for the purposes

therein contained, by signing the name of the Mary Boucher /himself as

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Seal)



Chetna Datta  
Notary Public/Justice of the Peace

My Commission expires April 18, 2017

**Concord Hospital**

**Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Susan Conboy	Counselor	\$49,000	10.7 %	\$5,250
Terry Dinan	Office Manager	\$49,500	10.6%	\$5,250
Monica Edgar	Director	\$110,000	11%	\$12,203
Randal Jacunski	Counselor	\$50,000	10.5%	\$5,250
Paul Kiernan	Counselor	\$40,000	10.6%	\$4,250
Nancy Nemcovich	Counselor	\$48,000	10.4%	\$5,000





State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 250 Pleasant Street, Suite 5400, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 106) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-2990000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$223,218
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/14  
Date

[Signature]  
NAME  
TITLE Director

Concord Hospital, Inc.

5/21/2014  
Date

[Signature]  
NAME Robert P. Stoinovoy  
TITLE President & CEO

Acknowledgement:

State of NH, County of Merrimack on 5/21/2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace





New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

*Rosemary Wiant*  
Name: *Rosemary Wiant*  
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Contractor Initials: *AD*  
Date: *5/21/14*

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
X	<i>Outpatient Treatment (ASAM Level 1)</i> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</i> – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<i>Intensive Outpatient Treatment (ASAM Level 2.1)</i> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</i> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	<i>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</i> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	<i>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</i> - Low-Intensity Residential Treatment as identified above provided to

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

	pregnant & parenting women.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<i>Recovery Support Services</i> as identified above provided to pregnant & parenting women.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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C. *Required Services*

*Priority Admission:*

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

*Required Outreach:*

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

*Health Facilities Administration Licensing Requirements:*

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

*Capacity Reporting:*

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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*Access to Services:*

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

*Clients Eligible for Treatment Services:*

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding-fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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*Clinical Services:*

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

*Evaluation:*

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

*Care Coordination:*

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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**Staff Licensing Requirements:**

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

**Staff Certification Requirements:**

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

**Supervision:**

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**ATR and Recovery Support Services:**

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. ~~The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));~~
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

*On-Site Reviews:*

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Exhibit B Amendment #2

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$74,406 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.**

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #2

	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #2

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services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #2

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The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**V. Charitable Choice:**



Exhibit B Amendment #2

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Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

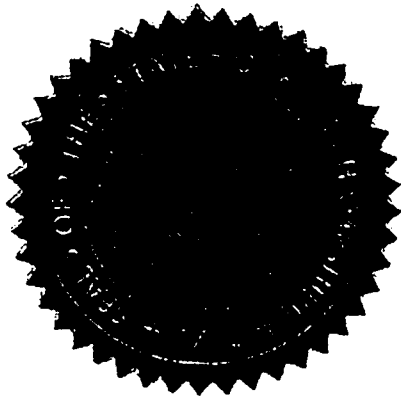
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State of New Hampshire  
Department of State

CERTIFICATE

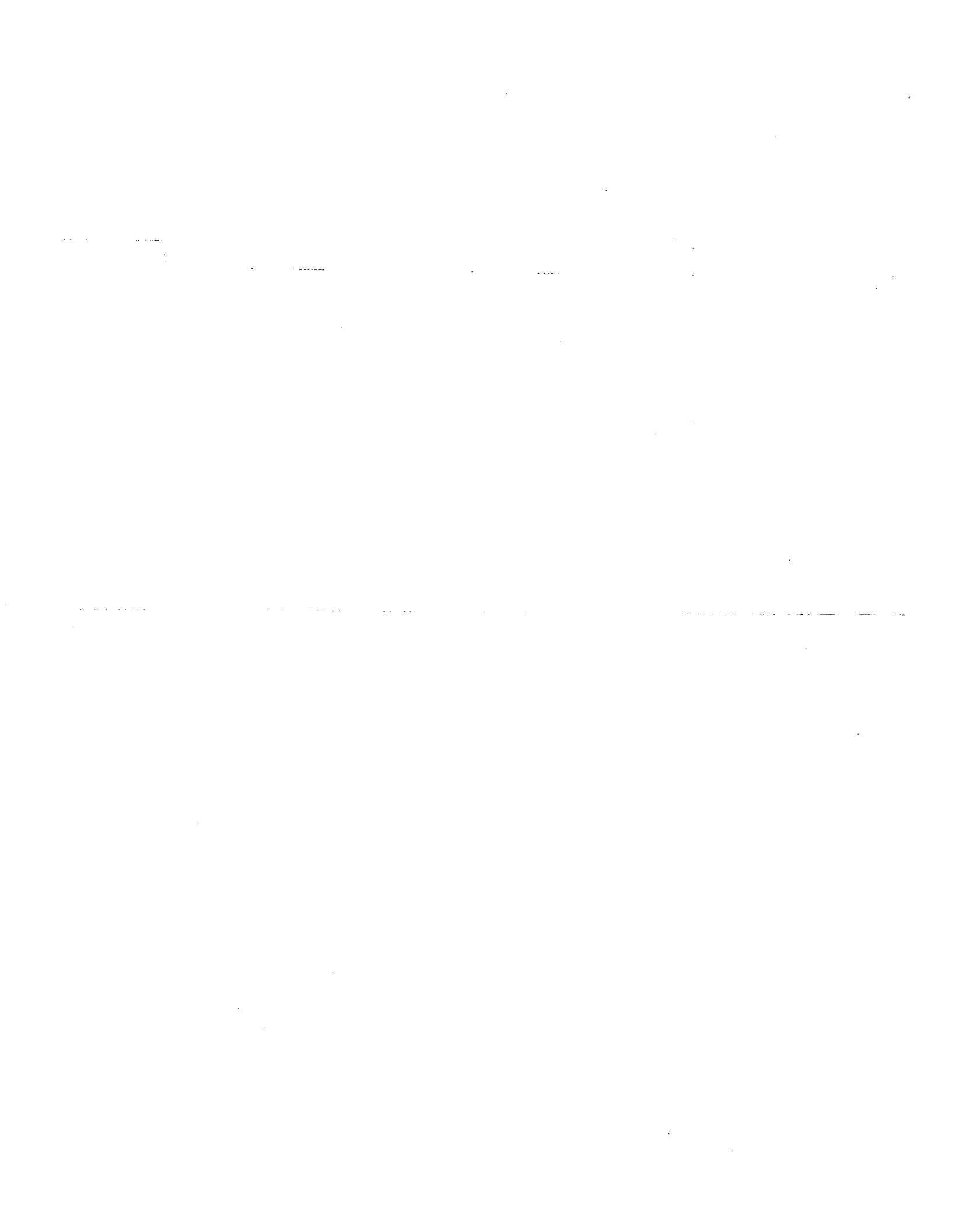
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Concord Hospital, Inc. is a New Hampshire nonprofit corporation formed January 29, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4<sup>th</sup> day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



**CERTIFICATE**

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

*The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.*

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President  
Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 21 day of May, 2014.

(Corporate seal)

Mary Boucher  
Secretary

State of NH County of Merrimack

On this the 21<sup>st</sup> day of May, 2014, before me, Mary Boucher, the undersigned officer, personally appeared Mary Boucher, who acknowledged her/himself to be the secretary of Concord Hospital Inc. a corporation, and that such secretary being authorized to do so, executed the foregoing instrument for the purposes of signing the name of the corporation by her/himself as Mary Boucher.



IN WITNESS WHEREOF I hereunto set my hand and official seal.

Christina Decato  
Notary Public/Justice of the Peace

My Commission expires: April 18, 2017



State of New Hampshire  
Department of Health and Human Services  
~~Amendment #1 to the Substance Abuse Treatment and Recovery Support Services~~  
Contract

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 148,812.00
- 2) Amendment and modification of Exhibit A;
  - a) ~~Delete "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"~~
  - b) ~~Change II A from: "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"~~  
**Change to:** "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) ~~Change II B Group Recovery Support Services from: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."~~



Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) Delete Table SAMHSA National Outcome Measures

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.



DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
  - a) Delete "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) Change from Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) Delete in Section II; "TOTAL: \$74,406.00"
- 4) Add Exhibit B-1 and B-2

New Hampshire Substance Abuse Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/13  
Date

Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

Concord Hospital, Inc.

5-6-13  
Date

Michael B. Green  
Name: Michael B. Green  
Title: President + CEO

Acknowledgement:

State of NH, County of Merrimack on May 16, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Christina Decato  
Name and Title of Notary of Justice of the Peace



New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013  
Date

[Signature]  
Name: James P. Henrich  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B-1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Inc. Outpatient Programs  
Budget Request for: Substance Abuse Treatment Services  
Fiscal Year: 2014

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by Other Contract Lines	
	Direct Incremental	Yield	Direct Incremental	Yield	Direct Incremental	Yield
1. Total Salary/Wages	\$ 186,855.00	\$ -	\$ 186,855.00	\$ -	\$ -	\$ -
2. Employee Benefits	\$ 54,799.47	\$ -	\$ 54,799.47	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchases/Procurement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Contingency	\$ 41,000.00	\$ -	\$ 41,000.00	\$ -	\$ -	\$ -
15. Travel Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18. Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19. Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21. Severance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. Subcontract/Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25. Other (Specify details in narrative)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 281,884.47	\$ -	\$ 281,884.47	\$ -	\$ 31,408.00	\$ 30,000.00

Indirect As A Percent of Direct: 0.0%

Contractor Initials: MS  
Date: 5/6/13 Page 1

Substance Abuse Treatment

Exhibit B-2

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Inc. Intensive Outpatient program

Budget Request for: Substance Abuse Treatment Services  
Name of Bidder

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHHS contract share		Total
	Direct Incremental	Indirect Filled	Direct Incremental	Indirect Filled	Direct Incremental	Indirect Filled	
1. Total Salary/Wages	183,033.00	0	183,033.00	0	0	0	183,033.00
2. Employee Benefits	35,789.47	0	35,789.47	0	0	0	35,789.47
3. Consultants	0	0	0	0	0	0	0
4. Equipment	0	0	0	0	0	0	0
5. Repairs and Maintenance	0	0	0	0	0	0	0
6. Personnel/Operation	0	0	0	0	0	0	0
7. Supplies	0	0	0	0	0	0	0
8. Lab	0	0	0	0	0	0	0
9. Pharmacy	0	0	0	0	0	0	0
10. Medical	0	0	0	0	0	0	0
11. Office	0	0	0	0	0	0	0
12. Travel	0	0	0	0	0	0	0
13. Occupancy	73,000.00	0	73,000.00	0	0	0	73,000.00
14. Current Expenses	0	0	0	0	0	0	0
15. Telephone	0	0	0	0	0	0	0
16. Postage	0	0	0	0	0	0	0
17. Subscriptions	0	0	0	0	0	0	0
18. Audit and Legal	0	0	0	0	0	0	0
19. Insurance	0	0	0	0	0	0	0
20. Board Expenses	0	0	0	0	0	0	0
21. Software	0	0	0	0	0	0	0
22. Marketing/Communications	0	0	0	0	0	0	0
23. Staff Education and Training	0	0	0	0	0	0	0
24. Subcontract/Agreements	0	0	0	0	0	0	0
25. Other (specify item mandatory)	0	0	0	0	0	0	0
26. TOTAL	253,868.47	0	253,868.47	0	0	0	253,868.47

Indirect At A Percent of Direct 0.0%

Contractor Initials MS Page 1  
Date 8/13

Substance Abuse Treatment

**CERTIFICATE**

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

*The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.*

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following persons lawfully occupy the offices indicated below:

Michael B. Green, President  
Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 7<sup>th</sup> day of May, 2013.

(Corporate seal)

Mary Boucher  
Secretary

State of NH, County of Merrimack  
On this the 7<sup>th</sup> day of May, 2013, before me, Mary Boucher, the undersigned officer, personally appeared Mary Boucher, who acknowledged her/himself to be the secretary of Concord Hospital, Inc a corporation, and that such secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Mary Boucher.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Seal)



Christina Decaf  
Notary Public/Justice of the Peace

My Commission expires: April 18, 2017



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate  
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
 DATE 6/20/12  
 PAGE 14  
 ITEM # 106

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Concord Hospital, Inc. (Vendor #177653 B014), 250 Pleasant Street, Concord, NH 03301, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$74,406.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$34,223.00
			Subtotal	\$34,223.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$16,693.00
			Subtotal	\$16,693.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$23,490.00
			Subtotal	\$23,490.00
			<b>Total</b>	<b>\$74,406.00</b>

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Concord area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Concord Hospital, Inc. was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$74,406.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
  
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

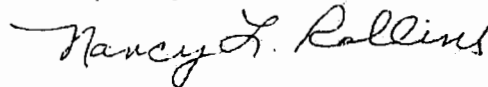
Area served: Concord.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

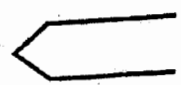
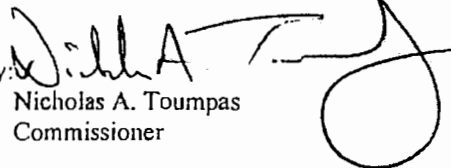
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/ljp






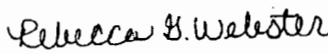
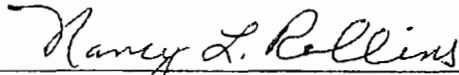
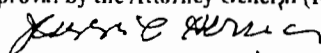
Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Concord Hospital, Inc.		1.4 Contractor Address 250 Pleasant Street, Suite 5400, Concord, NH 03301	
1.5 Contractor Phone Number 603-227-7000 x4039	1.6 Account Number 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$74,406.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael B Green, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>5/23/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace <u>4/27/10</u> Rebecca G. Webster NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)  By: <u>Janner P. Herrick, Attorney</u> On: <u>JUNE 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services  
 Exhibit A**

**I. General Provisions**

**CONTRACT PERIOD:** July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

**CONTRACTOR NAME:** Concord Hospital, Inc.

**ADDRESS:** 250 Pleasant Street, Suite 5400, Concord, NH 03301

**EXECUTIVE DIRECTOR:** Monica Edgar, APRN, MLADC

**TELEPHONE:** 603-227-7000 x4039

**II. Scope of Services**

*A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:*

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum Number of clients to be served during the contract period	\$ Awarded
Outpatient	.43	Concord	13	\$32,400
Intensive Outpatient	.56	Concord	11	\$42,006
Group – Recovery Support Services *			12	0

\* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

**B. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and

injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

***Limitations on Exclusionary Criteria:***

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

***Sliding Fee Scale:***

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

*Services to pregnant and parenting women:*

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

*Relationship(s) with Primary Health Care:*

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

*Tobacco Cessation:*

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire



145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/ir/b/>.

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

**Outpatient Treatment** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care

coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

***Intensive Outpatient Treatment*** - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

***Residential Treatment*** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

***Transitional Living*** – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

***Assessment of Risk for Self-Harm/Suicide:*** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm> .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

***Care Coordination:***

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- g. A full-time Executive Director, not filling any of the positions described above.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Subcontracting/Consultants:***

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with

BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dchcs/bdas/atr/becomingprovider.htm>.

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

**SAMHSA National Outcome Measures:**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of

		service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.



2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F:42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form*( [www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street  
Concord, New Hampshire 03301  
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

*On-Site Reviews:*

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
Substance Use Disorder Treatment Services

Exhibit B  
Purchase of Services  
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME:

(a) *Concord Hospital, Inc.*

ADDRESS: 250 Pleasant Street, Suite 5400, Concord, NH 03301

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Monica Edgar, APRN, MLADC

TELEPHONE: 603-227-7000 x4039

Vendor #177653-B014

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734

Job #95848501 Appropriation #05-095-095-958410-1388-102-500734

Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 23,490.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

\$ 16,693.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

\$ 34,223.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$74,406.00

### III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

#### 1. Performance Utilization:

##### A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

##### B. Utilization Methodology by Modality:

- i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000/\$120$ ) bed days per year / 365 days per year = 10 beds

per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

## 2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

### B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

**3. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**4. Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

*Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.*

**V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

*The Contractor agrees to use the SAPT funds as the payment of last resort.*

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VI. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient ~~for any purpose not directly connected with the administration of the Department or the Contractor's~~

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(b) Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-1:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**

**US DEPARTMENT OF EDUCATION – CONTRACTORS**

**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner  
NH Department of Health and Human Services,**

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

(b) *Establishing an ongoing drug-free awareness program to inform employee's about:*

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

ii.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

250 Pleasant Street, Concord, NH 03301

Check  if there are workplaces on file that are not identified here.

Concord Hospital, Inc. From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013

(1) Contractor Name Concord Hospital Inc. Period Covered by this Certification  
Michael B Green, President

(2) Name and Title of Authorized Contractor Representative

M B Green

5/23/2012

(3) Contractor Representative Signature

Date

NH Department of Health and Human Services

Standard Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

Applicable program covered:

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

*B. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at [www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf)), in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*



Contractor Signature

President

Contractor's Representative Title


Concord Hospital, Inc

Contractor Name

5/23/12

Date

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: 

Date: 5/23/2012



NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

*(1) PRIMARY COVERED TRANSACTIONS*

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Michael B. Green  
Contractor Signature

President  
Contractor's Representative Title

Concord Hospital, Inc.  
Contractor Name  
Standard Exhibits C - J  
TX Substance Use Disorder

5/23/2012  
Date

Contractor Initials: MBG  
Date: 5/23/2012

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

<u>Michael Green</u>	<u>President</u>
Contractor Signature	Contractor's Representative Title
<u>Concord Hospital, Inc.</u>	<u>5/23/2012</u>
Contractor Name	Date

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NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

M. P. O. Green  
Contractor Signature

President  
Contractor's Representative Title

Concord Hospital, Inc.  
Contractor Name

5/23/2012  
Date

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NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.



- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services  
The State Agency Name

Concord Hospital, Inc.  
Name of Contractor

*Nancy L. Rollins*  
Signature of Authorized Representative

*Michael B. Green*  
Signature of Authorized Representative

Nancy L. Rollins  
Name of Authorized Representative

*Michael B. Green*  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

*President*  
Title of Authorized Representative

*5/31/12*  
Date

*5/23/2012*  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Michael B. Green  
(Contractor Representative Signature)

Michael B. Green, President  
(Authorized Contractor Representative Name & Title)

Concord Hospital, Inc.  
(Contractor Name)

5/23/2012  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073977399

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Concord Hospital, Inc. is a New Hampshire nonprofit corporation formed January 29, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11<sup>th</sup> day of April A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

CERTIFICATE

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

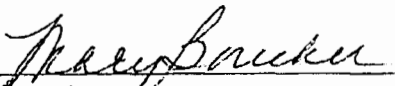
*The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.*

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following person lawfully occupies the office indicated below:

Michael B. Green, President

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 23 day of May, 2012.

(Corporate seal, if any)

  
Secretary

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



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State of New Hampshire  
Department of Health and Human Services  
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 Campus Drive, Suite 12, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #100) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), and (Amendment #4 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$128,458.
4. Amend Exhibit B Amendment #4 by striking:
  - A. Funding for Exhibit A, Amendment #3  
For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$14,461.00 as follows:
    - 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
    - 0% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
    - 0% General funds.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

And inserting in its place:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$21,692 as follows:

- 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 0% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 0% General funds.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/13/15  
Date

Marilee Nihan  
NAME Marilee Nihan  
TITLE Deputy Commissioner

Families First of the Greater Seacoast

11/11/15  
Date

Helen Taft  
NAME Helen Taft  
TITLE Executive Director

Acknowledgement:

State of NH, County of Rockingham on 11/11/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Suzanne Combs  
Name and Title of Notary or Justice of the Peace

Exp 12/19/18



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

[Signature]  
Name: Megan A. [unclear]  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

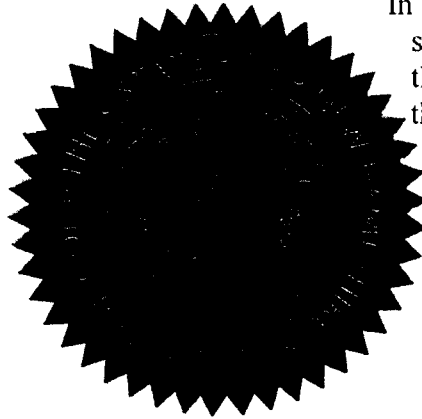


State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire nonprofit corporation formed August 28, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1<sup>st</sup> day of April A.D. 2015



A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Linda Sanborn, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families First of the Greater Seacoast  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 11/11/15:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 11 day of November, 2015.  
(Date Contract Signed)

4. Helen Taft is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Linda Sanborn  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rochingham

The forgoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2015.

By Linda Sanborn  
(Name of Elected Officer of the Agency)

Suzanne Coombs  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 12/19/18



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER <b>Tobey &amp; Merrill Insurance</b> 20 High Street  Hampton NH 03842-2214	CONTACT NAME: <b>Edward Jackson</b>	
	PHONE (A/C, No, Ext): <b>(603) 926-7655</b> FAX (A/C, No): <b>(603) 926-2135</b> E-MAIL ADDRESS: <b>edward@tobeymerrill.com</b>	
INSURED <b>Families First of the Greater Seacoast</b> 100 Campus Dr Ste 12 Suite 12 Portsmouth NH 03801	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Peerless Indemnity</b>	<b>18333</b>
	INSURER B: <b>Peerless Insurance Company</b>	<b>24198</b>
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES** CERTIFICATE NUMBER: **CL1512103505** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOPB358757	12/29/2014	12/29/2015	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			BA5375202	12/29/2014	12/29/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR		CU8353458	12/29/2014	12/29/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5055429	12/29/2014	12/29/2015	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  DHHS 129 Pleasant St Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Dean Merrill CIC/LSA 

# **Families First**

---

*support for families...health care for all*

## **Mission Statement**

Families First Health and Support Center contributes to the health and well-being of the Seacoast community by providing a broad range of health and family services to all, regardless of ability to pay.

## **Vision Statement**

We envision a strong community that provides fully for the health and well-being of all its members.

## **Guiding Principles**

Families First will:

- offer a broad array of health and family services to meet evolving community needs;
- meet a standard of excellence in all services;
- ensure that no one is turned away due to inability to pay;
- treat clients respectfully and with concern for dignity;
- integrate services wherever possible;
- partner with other organizations to help realize our vision.

# **Families First**

**of the Greater Seacoast**

**Financial Report**

**June 30, 2014**

## **CONTENTS**

<b>Independent Auditors' Report</b>	<b>1</b>
<b>Statements of Financial Position</b>	<b>3</b>
<b>Statements of Activities</b>	<b>4</b>
<b>Statements of Cash Flows</b>	<b>6</b>
<b>Statements of Functional Expenses</b>	<b>7</b>
<b>Notes to Financial Statements</b>	<b>11</b>



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**Independent Auditors' Report**

To the Board of Directors  
Families First of the Greater Seacoast  
Portsmouth, New Hampshire

**Report on the Financial Statements**

We have audited the accompanying financial statements of Families First of the Greater Seacoast (a nonprofit organization) which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



To the Board of Directors  
Families First of the Greater Seacoast

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Massage LLC*

South Portland, Maine  
December 9, 2014



## Statements of Financial Position

June 30,

	2014	2013
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash (note 2)	\$ 172,728	\$ 74,547
Cash, fiscal agent (note 9)	195	195
Grants receivable (note 3)	117,416	67,300
Accounts receivable, (notes 1 and 4)	175,066	131,560
Current portion of pledges receivable (notes 1 and 5)	237,990	336,748
Other receivables (note 6)	2,776	26,620
Prepaid expenses	31,035	15,133
<b>Total Current Assets</b>	<u>737,206</u>	<u>652,103</u>
<b>Cash, restricted for capital purposes</b>	<u>227,720</u>	
<b>Pledges Receivable, net of current portion (notes 1 and 5)</b>	<u>370,000</u>	
<b>Property and Equipment, Net (notes 1 and 7)</b>	<u>282,850</u>	<u>247,992</u>
<b>Investments</b>		
Endowment (notes 8 and 19)	1,537,015	1,392,530
Board designated	780	66,360
<b>Total Investments</b>	<u>1,537,795</u>	<u>1,458,890</u>
<b>Total Assets</b>	<u>\$ 3,155,571</u>	<u>\$ 2,358,985</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Current Liabilities</b>		
Line of credit	\$ 243,849	
Accounts payable	116,956	\$ 85,519
Accrued expenses	312,264	287,904
Amount due, fiscal agent (note 9)	195	195
Deferred revenue	11,780	24,476
<b>Total Current Liabilities</b>	<u>685,044</u>	<u>398,094</u>
<b>Net Assets</b>		
Unrestricted	(7,062)	177,628
Temporarily restricted (notes 8 and 12)	1,276,902	583,076
Permanently restricted (notes 8 and 13)	1,200,687	1,200,187
<b>Total Net Assets</b>	<u>2,470,527</u>	<u>1,960,891</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 3,155,571</u>	<u>\$ 2,358,985</u>

**Statements of Activities**

Year Ended June 30, 2014

**PUBLIC SUPPORT AND REVENUES:**

**Public Support**

Contributions

Grants and contracts

Total public support

**Revenues**

Patient service revenue (note 11)

Provision for bad debt

Net patient service revenue

Investment income - endowment (note 8)

Investment income - board designated

Gain on investments - endowment (note 8)

Gain on investments - board designated

Miscellaneous

Total revenue

Public support and revenues

**Net Assets Released from Restrictions**

**TOTAL PUBLIC SUPPORT AND REVENUES**

**EXPENSES**

Program services

Management and general

Fundraising

Total expenses

**CHANGE IN NET ASSETS**

**NET ASSETS, BEGINNING OF YEAR**

**NET ASSETS, END OF YEAR**

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
\$	1,222,353	\$ 1,672,695	\$ 500	\$ 2,895,548
	992,590			992,590
	<u>2,214,943</u>	<u>1,672,695</u>	<u>500</u>	<u>3,888,138</u>
	1,623,471			1,623,471
	<u>(37,860)</u>			<u>(37,860)</u>
	<u>1,585,611</u>			<u>1,585,611</u>
		26,990		26,990
			899	899
		176,668		176,668
			4,545	4,545
			<u>43,752</u>	<u>43,752</u>
	<u>1,634,807</u>	<u>203,658</u>		<u>1,838,465</u>
	<u>3,849,750</u>	<u>1,876,353</u>	<u>500</u>	<u>5,726,603</u>
	1,182,527	(1,182,527)		
	<u>5,032,277</u>	<u>693,826</u>	<u>500</u>	<u>5,726,603</u>
	4,511,400			4,511,400
	<u>527,250</u>			<u>527,250</u>
	<u>178,317</u>			<u>178,317</u>
	<u>5,216,967</u>			<u>5,216,967</u>
	(184,690)	693,826	500	509,636
	<u>177,628</u>	<u>583,076</u>	<u>1,200,187</u>	<u>1,960,891</u>
	\$ (7,062)	\$ 1,276,902	\$ 1,200,687	\$ 2,470,527

The accompanying notes are an integral part of these financial statements.

**Statements of Activities - Continued**

Year Ended June 30, 2013

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>PUBLIC SUPPORT AND REVENUES:</b>				
Public Support				
Contributions	\$ 1,404,161	\$ 640,797		\$ 2,044,958
Grants and contracts	940,575			940,575
Total public support	<u>2,344,736</u>	<u>640,797</u>		<u>2,985,533</u>
Revenues				
Patient service revenue (note 11)	1,577,353			1,577,353
Provision for bad debt	(43,860)			(43,860)
Net patient service revenue	<u>1,533,493</u>			<u>1,533,493</u>
Investment income - endowment (note 8)	2,322	42,953		42,953
Investment income - board designated		135,824		2,322
Gain on investments - endowment (note 8)	1,630			135,824
Gain on investments - board designated	82,505			1,630
Miscellaneous	<u>1,619,950</u>	<u>178,777</u>		<u>1,798,727</u>
Total revenue	<u>3,964,686</u>	<u>819,574</u>		<u>4,784,260</u>
Public support and revenues	654,433	(654,433)		
Net Assets Released from Restrictions	<u>4,619,119</u>	<u>165,141</u>		<u>4,784,260</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>				
<b>EXPENSES</b>				
Program services	4,365,565			4,365,565
Management and general	540,959			540,959
Fundraising	157,595			157,595
Total expenses	<u>5,064,119</u>			<u>5,064,119</u>
<b>CHANGE IN NET ASSETS</b>	(445,000)	165,141		(279,859)
<b>NET ASSETS, BEGINNING OF YEAR</b>	622,628	417,935	\$ 1,200,187	2,240,750
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 177,628</u>	<u>\$ 583,076</u>	<u>\$ 1,200,187</u>	<u>\$ 1,960,891</u>

The accompanying notes are an integral part of these financial statements.

## Statements of Cash Flows

Years ended June 30,

	2014	2013
<b>Cash flows from operating activities</b>		
Change in net assets	<u>\$ 509,636</u>	<u>\$ (279,859)</u>
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation expense	72,007	98,920
Contribution for capital purposes	(339,980)	
Gain on investments	(181,213)	(137,454)
Provision for bad debt	37,860	43,860
(Increase) decrease in operating assets:		
Cash, fiscal agent		3,000
Grants receivable	(50,116)	(7,035)
Accounts receivable	(81,366)	(41,318)
Pledges receivable	(271,242)	(29,435)
Other receivable	23,844	26,378
Prepaid expenses	(15,902)	5,016
Increase (decrease) in operating liabilities:		
Accounts payable	31,437	21,602
Accrued expenses	24,360	63,240
Amount due, fiscal agent		(3,000)
Deferred revenue	(12,696)	(89,098)
Total adjustments	<u>(763,007)</u>	<u>(45,324)</u>
<b>Net cash flows from operating activities</b>	<u>(253,371)</u>	<u>(325,183)</u>
<b>Cash flows from investing activities:</b>		
Purchase of property and equipment	(106,865)	(10,186)
Purchase of investments	(1,666,920)	
Proceeds from sale of investments	1,769,228	8,420
<b>Net cash flows from investing activities</b>	<u>(4,557)</u>	<u>(1,766)</u>
<b>Cash flows from financing activities:</b>		
Net borrowings from line of credit	243,849	
Contribution received for capital purposes	339,980	
<b>Net cash provided by financing activities</b>	<u>583,829</u>	
<b>Net change in cash and cash equivalents</b>	325,901	(326,949)
<b>Cash and cash equivalents at beginning of year</b>	<u>74,547</u>	<u>401,496</u>
<b>Cash and cash equivalents at end of year (includes cash restricted for capital purposes)</b>	<u>\$ 400,448</u>	<u>\$ 74,547</u>
<b>Supplemental disclosure of cash flow information:</b>		
Interest paid during year	\$ 4,410	

**Statements of Functional Expenses**

Year Ended June 30, 2014

	Health Services		
	Primary Care	Dental	Homeless
Salaries	\$ 1,526,223	\$ 522,216	\$ 519,374
Payroll taxes/benefits	246,147	80,156	71,685
Professional fees/contract labor	129,376	16,820	57,381
Medical/laboratory costs	128,080	58,731	29,531
Physicians/dentists	108,742	36,213	51,106
Office	19,844	11,146	47,935
Miscellaneous	21,006	3,458	5,597
Travel	3,510	896	23,553
Conferences	5,648	2,702	6,706
Dues/publications	7,718	1,354	1,470
Depreciation	7,341	23,298	16,432
Rent (note 15)	62,027	11,143	5,200
Telephone	5,569	771	3,465
Postage	361	6	6
Insurance	8,500	2,362	3,979
Printing	2,864	981	908
Computer operations	53,146	19,397	21,551
Flexible funds			
Program expenses	50,589	4,742	7,369
	<u>\$ 2,386,691</u>	<u>\$ 796,392</u>	<u>\$ 873,248</u>

The accompanying notes are an integral part of these financial statements.

Statements of Functional Expenses - Continued

Year Ended June 30, 2014

	Family Services	Total Program	Management and General	Fundraising	Total
Salaries	\$ 258,228	\$ 2,826,041	\$ 332,596	\$ 132,576	\$ 3,291,213
Payroll taxes/benefits	44,320	442,308	47,962	25,262	515,532
Professional fees/contract labor	37,225	240,802	22,479	24	263,305
Medical/laboratory costs	2	216,344			216,344
Physicians/dentists		196,061			196,061
Office	13,158	92,083	22,134	3,532	117,749
Miscellaneous	728	30,789	32,207	4,657	67,653
Travel	14,351	42,310	3,020	298	45,628
Conferences	337	15,393	548		15,941
Dues/publications	493	11,035	7,833	50	18,918
Depreciation	216	47,287	24,720		72,007
Rent (note 15)	45,437	123,806			123,806
Telephone	3,671	13,476	475		13,951
Postage	4	377	20,567	1,486	22,430
Insurance	1,500	16,341	9,404		25,745
Printing	402	5,155	592	9,040	14,787
Computer operations	9,130	103,225	2,263	377	105,865
Flexible funds	24,460	24,460			24,460
Program expenses	1,407	64,107	450	1,015	65,572
	<u>\$ 455,069</u>	<u>\$ 4,511,400</u>	<u>\$ 527,250</u>	<u>\$ 178,317</u>	<u>\$ 5,216,967</u>

The accompanying notes are an integral part of these financial statements

**Statements of Functional Expenses**

Year Ended June 30, 2013

	Health Services		
	Primary Care	Dental	Homeless
Salaries	\$ 1,443,761	\$ 482,291	\$ 405,383
Payroll taxes/benefits	261,220	83,963	53,403
Professional fees/contract labor	127,444	17,482	62,463
Medical/laboratory costs	121,902	70,854	26,352
Physicians/dentists	170,970	28,710	33,538
Office	15,862	8,210	55,195
Miscellaneous	10,242	1,979	272
Travel	3,107	608	21,655
Conferences	10,587	924	883
Dues/publications	5,322	2,370	1,605
Depreciation	8,458	25,453	17,212
Rent (note 15)	63,613	9,424	3,534
Telephone	4,456	650	811
Postage	436	6	3
Insurance	38,883	8,058	5,665
Printing	3,274	480	405
Computer operations	58,889	14,049	14,701
Flexible funds			
Program expenses	49,054	5,949	6,361
	<u>\$ 2,397,480</u>	<u>\$ 761,460</u>	<u>\$ 709,441</u>

**Statements of Functional Expenses - Continued**

Year Ended June 30, 2013

	Family Services	Total Program	Management and General	Fundraising	Total
Salaries	\$ 278,483	\$ 2,609,918	\$ 318,984	\$ 121,609	\$ 3,050,511
Payroll taxes/benefits	51,340	449,926	52,532	17,925	520,383
Professional fees/contract labor	40,185	247,574	33,968		281,542
Medical/laboratory costs		219,108			219,108
Physicians/dentists		233,218			233,218
Office	14,135	93,402	20,110	2,641	116,153
Miscellaneous	505	12,998	25,577	638	39,213
Travel	14,135	39,505	2,394	316	42,215
Conferences	1,607	14,001	994	2,893	17,888
Dues/publications	380	9,677	8,556	1,065	19,298
Depreciation	436	51,559	47,361		98,920
Rent (note 15)	41,231	117,802			117,802
Telephone	3,363	9,280	766		10,045
Postage	11	456	18,126	1,138	19,720
Insurance	6,523	59,129	7,099		66,228
Printing	860	5,019	1,206	7,639	13,864
Computer operations	13,109	100,748	2,907	727	104,382
Flexible funds	25,756	25,756			25,756
Program expenses	5,125	66,489	379	1,004	67,872
	<u>\$ 497,184</u>	<u>\$ 4,365,565</u>	<u>\$ 540,959</u>	<u>\$ 157,595</u>	<u>\$ 5,064,119</u>

The accompanying notes are an integral part of these financial statements.



## Notes to Financial Statements

June 30, 2014 and 2013

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Nature of Operations

Families First of the Greater Seacoast (the Organization) was organized in 1986 to provide health care services for pregnant low income women and teenagers. Since that time, it has expanded to include comprehensive medical and family support services for all family members, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs. A Board of Directors, consisting of members of the surrounding communities, directs long-term operations of the Organization, with an executive director handling day-to-day activities. The Organization is a Federally Qualified Health Center.

#### Basis of Presentation

The financial statements of the Organization have been prepared using the accrual method of accounting in accordance with professional standards. Under these standards, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted assets, and permanently restricted net assets. Unrestricted net assets are those that are not subject to donor-imposed stipulations. Temporarily restricted net assets are those whose use by the Organization has been limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled or otherwise removed by actions of the Organization. Permanently restricted net assets are those that are subject to donor-imposed stipulations that they be maintained permanently by the Organization.

#### Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from the estimates.

#### Net Patient Service Revenue

Revenue is recorded at the Organization's standard charges for patient services rendered. Under the terms of agreements with Medicare, Medicaid and other third party payors, reimbursement for the care of program beneficiaries may differ from the standard charges. Differences are recorded as contractual adjustments, which are reflected as an adjustment to patient service revenue together with patient discounts. Credit is extended without collateral.

#### Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue (see note 11).

## Notes to Financial Statements

June 30, 2014 and 2013

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

#### Grants and Contracts

The Organization receives funding from the federal Public Health Service Agency for its homeless and healthcare program under a Bureau of Primary Health Care (BPHC) grant program.

Support received under other grants and contracts with governmental agencies and private foundations is reported as revenue when terms of the agreement have been met.

#### Deferred Revenue

Deferred revenue represents grant and contract funds received for which grant and contract revenue has not been earned.

#### Contributions

Contributions, including pledges, are recognized as revenues in the period received or pledged. The Organization reports contributions of cash and other assets received with donor-imposed time or purpose restrictions as temporarily restricted support. When a donor restriction expires, i.e., when a stipulated time restriction or purpose restriction ends, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

An allowance for uncollectible pledges is provided based on historical experience and management's evaluation of outstanding pledges at the end of each year. As of June 30, 2014 and 2013, the allowance for uncollectible unconditional promises to give was \$2,000, respectively.

Contributions received with donor-imposed restrictions that are met in the same year as received are reported as unrestricted revenues.

#### Investment Income

Income and net unrealized and realized gains or losses on investments of endowment and similar funds are reported as follows:

- as increases in temporarily restricted net assets if the terms of the gift or state law impose restrictions on the use of the income; or
- as increases in permanently restricted net assets if the terms of the gift require that they be added to the principal of a permanent endowment fund; if not, they are reported as temporarily restricted net assets; or
- as increases in unrestricted net assets in all other cases.

#### Cash and Cash Equivalents

For the purpose of reporting cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with an initial maturity of three months or less to be cash equivalents.

## Notes to Financial Statements

June 30, 2014 and 2013

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

#### Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At June 30, 2014 and 2013, the allowance for doubtful accounts was \$51,984 and \$52,289, respectively.

In evaluating the collectability of accounts receivable, the Organization analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the Organization analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary. For receivables associated with self-pay patients which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the Organization records a significant provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The Organization's allowance for doubtful accounts for self-pay patients was increased from 48% of self-pay accounts receivable at June 30, 2013, to 51% of self-pay accounts receivable at June 30, 2014. In addition, the Organization's self-pay write-offs decreased \$6,000 from \$43,860 for fiscal year 2013 to \$37,860 for fiscal year 2014. Both were the result of positive trends experienced in the collection of amounts from self-pay patients in fiscal year 2014. The Organization has not changed its charity care or uninsured discount policies during fiscal years 2014 and 2013. The Organization does not maintain a material allowance for doubtful accounts from third-party payors, nor did it have significant write-offs from third-party payors.

#### Property and Equipment

Property and equipment are stated at cost. Depreciation is being provided by use of the straight-line method over the estimated useful lives ranging from three to thirty years.

#### Investments

Investments are reported at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets.

The Organization's investment policy and spending policy for permanently restricted and board designated investments is as follows:

##### Endowment Policy

- The primary investment objective for endowment funds is to preserve and protect assets by earning a total return appropriate for each account. In doing so, the Organization will consider each accounts time horizon, liquidity needs, risk tolerance, and restrictions.

## Notes to Financial Statements

June 30, 2014 and 2013

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

#### Investment Objectives

- The Finance Committee of the Board of Directors has authorized the investment advisor to invest in portfolios of equity securities, fixed income securities, and short-term (cash) investments.
- Within the fixed income portfolio, the majority of assets should be investment grade or better, with below investment grade exposure not to exceed 15%.
- Endowment funds designated for restriction by the Board of Directors will maintain a mix of 20%-40% equity securities, 10%-35% fixed income securities, and 0%-20% short-term investments. Donor restricted funds will maintain a mix of 10%-35% equity securities, 65%-80% fixed income securities, and 0%-20% short-term investments.
- The investment advisor will maintain reasonable diversification at all times. Equity positions of any one company may not exceed 5% of the portfolio, nor shall the portfolio have more than 25% of the entire portfolio in any one sector.
- The Finance Committee will meet with the investment advisor no less than annually to review performance, investment objectives, and asset allocation.

#### Spending Policy

- The Board of Directors has established an endowment spending policy of appropriating for distribution each year 5% of the endowment fund's average fair market value over the prior 20 quarters.

#### **Income Taxes**

The Organization qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for federal income taxes has been made. The Organization is not classified as a private foundation.

Management evaluated the Organization's tax positions and concluded that the Organization had taken no uncertain tax positions that required adjustment to the financial statements. When necessary, the Organization accounts for interest and penalties related to uncertain tax positions as part of its provision for federal and state income taxes. The Organization does not expect that unrecognized tax benefits arising from tax positions will change significantly within the next 12 months. The Organization is subject to U.S. federal and state examinations by tax authorities for years ended June 30, 2011 through June 30, 2014.

#### **Functional Expenses**

The expenses of providing the various programs and other activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, expenses have been allocated among the programs and supporting services benefited. Expenses that can be identified with a specific program and support service are allocated directly. Other expenses that are common to several functions are allocated according to statistical bases.

## Notes to Financial Statements

June 30, 2014 and 2013

### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

#### Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Organization uses various methods, including market, income and cost approaches. Based on these approaches, the Organization often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Organization utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Organization is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

- Level 1 – Quoted prices for identical assets and liabilities traded in active exchange markets, such as the New York Stock Exchange.
- Level 2 – Observable inputs other than Level 1, including quoted prices for similar assets or liabilities, quoted prices in less active markets, or other observable inputs that can be corroborated by observable market data.
- Level 3 – Unobservable inputs supported by little or no market activity for financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation.

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

For the years ended June 30, 2014 and 2013, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value:

#### Investment Securities

The fair value of investment securities is the market value based on quoted market prices, when available, or market prices provided by recognized broker dealers. If listed prices or quotes are not available, fair value is based upon externally developed models that use unobservable inputs due to the limited market activity of the instrument (see note 19).

### NOTE 2 – CASH AND CASH EQUIVALENTS

The Organization maintains cash balances at two local financial institutions. These accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The Organization has established a policy where excess cash is transferred between accounts at separate financial institutions to maintain balances within FDIC insured limits.

## Notes to Financial Statements

June 30, 2014 and 2013

### NOTE 3 – GRANTS RECEIVABLE

Grants receivable as presented on the statements of financial position represent payment due on grants from state and federal agencies and other organizations and are considered fully collectible by management as of June 30, 2014 and 2013.

### NOTE 4 – ACCOUNTS RECEIVABLE

The composition of accounts receivable at June 30 was as follows:

	2014	2013
Medicaid	\$ 80,870	\$ 44,717
Medicare	26,615	26,174
Private insurance	51,126	37,850
Patients	65,062	70,978
Other	<u>3,377</u>	<u>4,130</u>
	227,050	183,849
Less allowance for doubtful accounts	<u>(51,984)</u>	<u>(52,289)</u>
	<u>\$175,066</u>	<u>\$131,560</u>

### NOTE 5 – PLEDGES RECEIVABLE

Pledges receivable, net of allowance for uncollectible pledges, are summarized as follows at June 30

	2014	2013
Unrestricted bequest	\$350,000	
Unrestricted pledges	259,990	\$338,248
Endowment pledges	<u>-</u>	<u>500</u>
	609,990	338,748
Less allowance for uncollectible promises to give	<u>(2,000)</u>	<u>(2,000)</u>
	<u>\$607,990</u>	<u>\$336,748</u>
Amounts due in:		
Less than one year	\$239,990	\$338,748
One to five years	<u>370,000</u>	<u>-</u>
	<u>\$609,990</u>	<u>\$338,748</u>

The discount rate was not material and, therefore, not applied in 2014 or 2013.

### NOTE 6 – OTHER RECEIVABLES

The Organization renders services to individuals who are beneficiaries of the Federal Medicare and Medicaid programs. Charges for services to beneficiaries of these programs were billed to the Medicare and Medicaid intermediary. Settlements for differences between the interim rates paid by Medicare and the Organization's actual cost for rendering care are based on annual cost report filings. The estimated amounts due to or from Medicare are reflected in the accompanying financial statements as other receivables and are recorded as an increase or decrease to patient service revenue in the year the related care is rendered. Any adjustments to the estimates are recorded as adjustments to patient service revenue in the year of final determination. For years prior to July 1, 2011, the Organization was also required to file Medicaid cost reports. All outstanding Medicaid cost settlements are final.

## Notes to Financial Statements

June 30, 2014 and 2013

### NOTE 7 – PROPERTY AND EQUIPMENT

The following summarizes property and equipment at June 30:

	2014	2013
Equipment	\$722,325	\$615,461
Furniture and fixtures	44,178	44,178
Leasehold improvements	<u>179,031</u>	<u>179,031</u>
	945,534	838,670
Less: accumulated depreciation	<u>(662,684)</u>	<u>(590,678)</u>
	<u>\$282,850</u>	<u>\$247,992</u>

### NOTE 8 – INVESTMENTS – ENDOWMENT

The Organization's Board of Directors has interpreted state law as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent donor stipulations to the contrary. Accordingly, the Organization classifies as permanently restricted net assets (a) the original value of the gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization.

Investments are reported at their fair value and consist of the following at June 30:

	2014	2013
Money Market Funds	\$ 151,671	
Mutual funds - other	<u>1,385,344</u>	<u>\$1,392,530</u>
	<u>\$1,537,015</u>	<u>\$1,392,530</u>

Endowment net assets by type of fund are as follows:

June 30, 2014	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals
Donor restricted endowment funds		<u>\$336,494</u>	<u>\$1,200,521</u>	<u>\$1,537,015</u>
June 30, 2013				
Donor restricted endowment funds		<u>\$192,509</u>	<u>\$1,200,021</u>	<u>\$1,392,530</u>

## Notes to Financial Statements

June 30, 2014 and 2013

### NOTE 8 – INVESTMENTS - ENDOWMENT – CONTINUED

Changes in endowment net assets for the year ended June 30, 2014 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals
Beginning of year		\$ 192,509	\$1,200,021	\$1,392,530
Investment return:				
Additions			500	500
Investment income		26,990		26,990
Net gains		176,668		176,668
Release of funds		(59,673)	-	(59,673)
Totals		<u>\$336,494</u>	<u>\$1,200,521</u>	<u>\$1,537,015</u>

Changes in endowment net assets for the year ended June 30, 2013 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals
Beginning of year		\$ 67,427	\$1,200,021	\$1,267,448
Investment return:				
Additions		1,000		1,000
Investment income		42,953		42,953
Net gains		135,824		135,824
Release of funds		(54,695)	-	(54,695)
Totals		<u>\$192,509</u>	<u>\$1,200,021</u>	<u>\$1,392,530</u>

### NOTE 9 – AMOUNT DUE – FISCAL AGENT

The Organization acts as fiscal agent for fundraisers supporting the Billy Cheverie Memorial Scholarship Fund. During the year ended June 30, 2013, the Organization had received \$6,000 from event proceeds and had paid \$9,000 in scholarships, donations, and other administrative expenses. There was no activity during the year ended June 30, 2014. The remaining \$195 as of June 30, 2014 and 2013, respectively, is included in the statements of financial position as a current asset (cash, fiscal agent) and current liability (amount due, fiscal agent).

### NOTE 10 – LINE OF CREDIT

The Organization has a \$250,000 commercial line of credit with TD Bank. The interest rate is variable at the Wall Street Journal prime rate (3.25% at June 30, 2014 and 2013, respectively) until May 23, 2015. The line is secured by all business assets of the Organization excluding the permanently restricted funds. Balance due on the line at June 30, 2014 was \$243,849.



## Notes to Financial Statements

June 30, 2014 and 2013

### NOTE 11 – CLIENT SERVICE REVENUE

The Organization recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. It recognizes significant amounts of patient service revenue at the time services are rendered even though it does not assess the patient's ability to pay. For uninsured patients who do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates for services provided. On the basis of historical experience, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services provided. Accordingly, the Organization records a significant provision for bad debts related to uninsured patients in the period the services are provided.

Patient service revenue, net of contractual allowances and discounts, recognized in the period from these major payor sources, is as follows:

	2014	2013
Gross patient service charges	\$3,320,218	\$3,135,768
Contractual adjustments	(218,033)	(205,230)
Charity care	(1,478,714)	(1,353,185)
Patient service revenue	<u>\$1,623,471</u>	<u>\$1,577,353</u>

The Organization accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those services for which no payment is anticipated. In assessing a patient's eligibility for charity care, the Organization uses federally established poverty guidelines. The Organization is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines. For those patients with income between 100% and 200% of poverty guidelines, fees must be charged in accordance with a sliding scale discount policy based on family size and income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Charity care is measured based on services provided at established rates but is not included in patient service revenue. Costs and expenses incurred in providing these services are included in operating expenses. The Organization determines the costs associated with providing charity care by calculating a ratio of costs to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Under this methodology, the estimated costs of caring for charity care patients for the years ended June 30, 2014 and 2013 were approximately \$1,971,000 and \$1,830,000, respectively. Charges for services rendered to individuals from whom payment is expected and ultimately not received are charged off to provision for bad debt.

### NOTE 12 – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consisted of the following at June 30:

	2014	2013
Unrestricted pledges receivable	\$607,990	\$337,248
Endowment gains	336,494	192,509
Dental and homeless programs	24,038	29,598
Mobile medical clinic	234,118	
Other	<u>74,262</u>	<u>23,721</u>
	<u>\$1,276,902</u>	<u>\$583,076</u>

## Notes to Financial Statements

June 30, 2014 and 2013

### NOTE 13 – PERMANENTLY RESTRICTED NET ASSETS

During the year ended June 30, 1999, the Organization established a permanently restricted endowment fund as a result of a donor changing their intent on a previous contribution.

During the year ended June 30, 2004, the Organization received a challenge contribution from a donor. The donor stipulated that the funds were to be added to the Organization's permanently restricted endowment fund and that the annual interest earned was available for current operations. In conjunction with receipt of this contribution, the Organization conducted a capital campaign. Donors were advised that contributions received would be added to the endowment fund and that 100% of the annual income would be available for current operations.

### NOTE 14 – DONATED SERVICES

The Organization received various donated supplies and services during the years ended June 30, 2014 and 2013. Donated supplies and services are recorded at their estimated fair values on the date of receipt. In-kind contributions are included in contributions in the statements of activities and in-kind expenses are included in the corresponding functional expense line in the statements of functional expenses. Donated supplies and services consisted of the following for the years ended June 30:

	2014	2013
Professional physician and dental services	\$ 59,256	\$ 56,313
Medical supplies and vaccines	106,969	136,320
Volunteer services	99,169	92,407
	<u>\$265,394</u>	<u>\$285,040</u>

### NOTE 15 – LEASES

The Organization rents space for all its programs under terms of a three year lease. Monthly rent was \$10,009 for the first four months of the current year; the monthly rent increased to \$10,471 for the remainder of the current year, and rent paid was \$123,806 and \$117,802 for the years ended June 30, 2014 and 2013, respectively. The current lease term expires on October 31, 2015. Lease expense includes a charge per square foot for utilities and housekeeping services.

The Organization leases office equipment under terms of noncancellable operating leases expiring at various times. Lease expenses, included in office expense, were \$14,203 and \$11,762 during the years ended June 30, 2014 and 2013, respectively.

Minimum lease payments under terms of the current leases are as follows as of June 30:

2015	\$43,980
2016	2,342
2017	2,342
2018	2,342
2019	1,756
	<u>\$52,762</u>

## Notes to Financial Statements

June 30, 2014 and 2013

### NOTE 16 – PENSION PLAN

The Organization sponsors a defined contribution 401(k) plan for all eligible employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization did not incur expenses under the plan for the years ended June 30, 2014 and 2013.

### NOTE 17 – FUNCTIONAL EXPENSES

The Organization's principle programs are as follows:

#### Primary Care Program

The purpose of this program is to provide comprehensive medical care to families of the community on a sliding fee scale basis. Services provided include well and sick child care, immunizations, adult care, laboratory testing, social services and counseling, substance abuse counseling and smoking cessation programs.

This program provides access to comprehensive prenatal care. Pregnant women who live at 185% of poverty level or below, and all teens, who reside in the community are eligible to participate in this program. Some of the services provided are medical care, laboratory testing, infant delivery, social services and counseling, nutritional counseling, childbirth, breastfeeding and parenting education, substance abuse counseling and smoking cessation programs.

This program also includes a medication assistance program, which provides uninsured and under-insured patients with vouchers to obtain low cost short-term prescriptions and helps the patients enroll for assistance from pharmaceutical companies to obtain long-term medication for chronic conditions.

#### Dental Program

This program provides access to comprehensive dental health services to families of the community on a sliding scale basis. Services include oral health screening, preventative and restorative care.

#### Homeless Program

This program provides a healthcare access point that includes medical and dental care for individuals and families experiencing or on the verge of homelessness in a two county area of New Hampshire. A mobile healthcare team provides outreach and health services to individuals and families unable to receive these services in a more traditional health care setting.

#### Family Support Programs

These programs were designed to strengthen and support families. Families, who reside in Rockingham County, or Eliot, York and Kittery, Maine, regardless of income, are eligible to participate in these programs. Services provided include volunteer parent aide program, drop-in family support center, parenting classes, mothers' support groups, fathers' support programs, parent/toddler playgroups, children's activity groups, and a monthly newsletter to provide information about available resources for families.

#### Family Resource and Support (DCYF)

The Family Resource and Support Program provides home based family support services and child care coordination and payment.

## Notes to Financial Statements

June 30, 2014 and 2013

### NOTE 18 – RISKS AND UNCERTAINTIES

The Organization invests in various investment securities and money market funds. Due to the level of risk associated with investments, it is reasonably possible that changes in the value of investments will occur in the near term and that such changes could materially affect the amount reported in the statements of financial position

### NOTE 19 – FAIR VALUE MEASUREMENT

Fair values of assets measured on a recurring basis at June 30, 2014 are as follows:

	Fair Value	Fair Value Measurements at Reporting Date Using		
		(Level 1)	(Level 2)	(Level 3)
Money Market Funds	\$ 152,451	\$ 152,451		
Bond Funds	419,574	419,574		
Equity Funds	965,770	965,770		
Totals	<u>\$1,537,795</u>	<u>\$1,537,795</u>		

Fair values of assets measured on a recurring basis at June 30, 2013 are as follows:

	Fair Value	Fair Value Measurements at Reporting Date Using		
		(Level 1)	(Level 2)	(Level 3)
Problend Conservative Term Series Fund	\$ 200,963	\$156,107	\$ 44,856	
Problend Maximum Term Series Fund	474,600	354,724	119,876	
Problend Extended Term Series Fund	783,327	374,210	409,117	
Totals	<u>\$1,458,890</u>	<u>\$885,041</u>	<u>\$573,849</u>	

### NOTE 20 – COMMITMENT LIABILITY

A contract to purchase a vehicle has been signed totaling approximately \$270,000 for a mobile medical clinic. The remaining commitment at June 30, 2014 was approximately \$160,000.

### NOTE 21 – EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 9, 2014, the date the financial statements were available to be issued.

# Families First

## FY2016 Board of Directors

	<b>First</b>	<b>Name</b>	<b>Board Position</b>
1	Linda	Sanborn, CPA	Chair
2	Tom	Newbold	Vice Chair
3	Kristen	Hanley	Secretary
4	Mike	Burke, CPA	Treasurer
5	Karin	Barndollar	
6	Barbara	Henry	
7	Jack	Jamison	
8	Jo	Jordon	
9	Josephine	Lamprey	
10	Patricia	Locuratolo, MD	
11	David	McNicholas	
12	John	Pelletier	
13	Kerri	Ruggiero	
14	Mary	Schleyer	
15	Kathy	Scheu	
16	Dan	Schwarz, Esq.	
17	Peter	Whitman	

**HELEN B. TAFT**

**OBJECTIVE:** A position as Administrator in the human services or health care fields.

**PROFILE:**

- Highly developed research and writing skills with emphasis on analysis and evaluation
- Excellent academic record
- Strong verbal communication and group discussion skills
- Experienced interpersonal skills
- Long-term commitment to community service

**EDUCATION:** University of New Hampshire  
Masters of Public Administration, 1989  
Certificate of Paralegal Studies, 1982  
Smith College  
B.A. (Government) 1966

**PROFESSIONAL EXPERIENCE:**

**FAMILIES FIRST OF THE GREATER SEACOAST**, Portsmouth, NH  
Executive Director Dec. 1989 – Present  
**FOUNDATION FOR SEACOAST HEALTH**, Portsmouth, N.H  
Administrative Intern Jan. -June 1989  
**HARVEY AND MAHONEY LAW OFFICES**, Manchester, NH  
Paralegal 1982 -1988

**VOLUNTEER LEADERSHIP EXPERIENCE:**

**CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE** 1972 –1992  
President; First Vice-President; Board of Directors; Chair, Long ,Range Planning  
Committee; Chair, Advocacy Committee; President, Manchester Regional Executive  
Committee  
**UNITED WAY OF MANCHESTER** 1985 -1988  
Board of Directors; Chair, Campaign Phonothon; Venture Grant Committee  
**MANCHESTER LEAGUE OF WOMEN VOTERS** 1973 -1978  
President; Board of Directors  
**GREATER SEACOAST UNITED WAY** 1997 -1999  
Board of Directors

**REFERENCES:** Furnished upon request.

David C. Choate



## PROFESSIONAL OBJECTIVE

A position in **Senior Financial Management** providing the opportunity to make a strong contribution to organizational goals through continued development of professional management and financial skills.

## QUALIFICATIONS PROFILE

**Experience/ Chief Financial Officer:** Assure the financial integrity of the agency.

**Skills:**

Related skills and practices include:

- Preparing and monitoring required financial statements and reports
- Developing and revising comprehensive annual agency budgets
- Developing and updating the Administrative and Fiscal Internal Control Policies and Procedures Manual
- Supervising support staff which includes: payroll, accounts payable, accounts receivable, finance clerk, network administrator, receptionist and building maintenance
- Advising agency management and the Board of Directors in regards to fiscal planning, cost analysis auditing systems and financial reporting requirements
- Acting as the lead administrative staff for banking and investment functions, grant management and auditing functions; i.e. external and funding sources
- Reviewing and analyzing plant and equipment needs and negotiating the purchase of major equipment and financing

**Computers:**

- Windows-based PC's with various accounting software including Microsoft Great Plains Solomon
- Equation Solvers: Microsoft Office: Word, Excel and Outlook

**Administration:**

- Ensuring compliance with all applicable laws, standards, and reporting requirements of funding sources
- Preparing grant financial reports and documentations

**Education: Master Degree in Business Administration, 1989**

Southern New Hampshire University – Manchester, New Hampshire

**Bachelor of Science Degree in Business Administration-Accounting, 1974**

Thomas College – Waterville, Maine

**Accomplishments/Strengths:**

- Extensive accounting, auditing and management consulting skills
- Excellent troubleshooting and analytical skills
- Well organized and proficient with details
- Excellent interpersonal and team skills

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**PROFESSIONAL EXPERIENCE**

**January 2008 to present** FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH  
***Finance Director***

**July 2000 to June 2007** INDEPENDENCE ASSOCIATION, INC, Brunswick, Maine  
***Director of Finance & Administration***  
An agency that provides residential housing and day programs to adults and children with disabilities.

Accomplishments:

- Streamlined and updated audit procedures to assure successful audits
- Responsible for smooth computer conversion to Great Plains Solomon accounting software
- Maintained and increased profits from services

**November 1995 to July 2000** METHODIST CONFERENCE HOME, INC, Rockland, Maine  
***Finance Manager***  
A senior housing agency with programs such as housing services, housing management, senior citizen meals and regional transportation.

Accomplishments:

- Involved in obtaining finance and operating funds to build an upscale senior housing facility
- Instituted financial administrative policies
- Obtained line of credit for operations.
- Computerized the accounting systems

**May 1988 to November 1995** PROFESSIONAL MANAGEMENT ASSOCIATES, Portland, Maine  
***Partner and Management Consultant***  
A business offering a wide range of management and accounting services to professionals and small to medium-sized business, both non-profit and for profit.

Clientele:

- Small to mid-size business, i.e. food industry and pharmacies
- Health care providers; i.e. physicians, dentists, chiropractors, hospitals and veterinarians.

Accomplishments:

- Increased profits for companies through new financial management policies and procedures.

***— Excellent references are available upon request —***



# Peter Y. Fifield MS, LCMHC

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<b>Work Experience</b>	<b>Behavioral Health Manager</b> <b>Integrated Behavioral Health Specialist</b> <i>Families First Health and Support Center</i>	2012-Present 2008-2012 <i>Portsmouth, NH</i>
	<ul style="list-style-type: none"><li>▪ Responsible for start up of Behavioral Health Specialist position including operation flow and client evaluation and treatment protocols</li><li>▪ Counseling therapist for low income individuals utilizing brief solution focused therapy for mental health and substance abuse needs</li><li>▪ Research manager for Antioch New England Integration Research Project</li><li>▪ Member of Quality Improvement Team</li><li>▪ Supervisor for Home Visiting Program</li><li>▪ Member of regional partnerships for network collaborative</li><li>▪ Participant in regional service gap analysis</li><li>▪ Consultant for integrated primary care services in our service area</li><li>▪ Responsible for integration of behavioral health across all Families First Programs</li><li>▪ Responsible for clinical supervision and training of behavioral health team members</li></ul>	
	<b>Integrated Behavioral Health Specialist</b> <i>Summit Community Care Clinic</i>	2006-2008 <i>Frisco, CO</i>
	<ul style="list-style-type: none"><li>▪ Behavioral therapist for low income individuals living with mental health and substance abuse disorders; utilizing motivational interviewing and solution focused and cognitive behavioral therapy</li><li>▪ Collaborative member of a qualitative data collection and analysis team for the National Council for Community Behavioral Healthcare Project</li><li>▪ Project head for the design and implementation of the integrated care operation flow and client data base for the National Council for Community Behavioral Healthcare Project</li></ul>	
	<b>Mental Health and Substance Abuse Therapist</b> <i>Colorado West Mental Health</i>	2006-2008 <i>Frisco, CO</i>
	<ul style="list-style-type: none"><li>▪ Provide diagnostic evaluation, assessment and mental health counseling for adolescents and adults seeking individuals and groups treatment</li><li>▪ Substance Abuse and DUI Intake Assessment Coordinator</li><li>▪ Group counselor for Colorado Out Patient Eagle Summit (COPEs) substance dependence group therapy</li><li>▪ On-Call Emergency Mental Health Services Therapist</li><li>▪ Member of Summit Community Connections Integration Program</li></ul>	
	<b>Wilderness Therapist/Facilitator</b> <i>Breckenridge Outdoor Education Center</i>	1998-2004 <i>Breckenridge, CO</i>
	<ul style="list-style-type: none"><li>▪ Facilitator of wilderness therapy sessions with children and adults of all abilities including trauma survivors, individuals living with physical and mental disabilities, U.S. military veterans and adjudicated youth</li><li>▪ Professional Team Building Facilitator for professional challenge program leading groups such as The National Guard, Veterans Association, Denver Police Department and the U.S. Ski and Swim Teams</li></ul>	
<b>Education</b>	<b>M.S. in Counseling Psychology</b> <i>University of West Alabama</i> Master's focus on Integrated Primary Care	2004-2007 <i>Livingston, AL</i>

**B.S. Kinesiology; Experiential Education***University of New Hampshire*

1994-1998

*Durham, NH***Professional Presentations**

H.I.T. or MIS? Best Practices for Collaboration in a Health Information Technology Environment (2010). Collaborative Family Health Care Association, Louisville KY

Data Blitz (2010). Collaborative Family Health Care Association, Louisville KY

Helping Mental Health Practitioners Integrate into the Primary Care Setting (2008), West Slope Casa Psychiatry Symposium, Glenwood Springs, CO.

Integrated Care in Summit County, CO (2008). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Washington DC.

Integrated Care in Summit County, CO (2007). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Chicago, IL.

**Professional Publications**

- Book Review: Behavioral Consultation and Primary Care: A Guide to Integrating Services. *Families, Systems, & Health: The Journal of Collaborative Family Healthcare*, March 2010, Vol. 28, No. 1, p 72-73
- Integrating a Behavioral Health Consultant Into Your Practice, *Family Practice Management* January/February 2011, Vol. 18, No. 1, p 18-21

**Community Involvement**

- Seacoast Integrated Network of Care, Rockingham County New Hampshire, Member 2008-Present
- New Hampshire Integrated Primary Care Learning Collaborative Member 2008-Present
- Veterans of Foreign Wars and American Legion Local Chapter Member 2004-Present

**Licenses and Certifications**

- Licensed Clinical Mental Health Counselor: *State of New Hampshire*
- Certified Practicing Counselor: *National Board of Certified Counselors*
- Compassion Fatigue Therapist: *Green Cross Foundation*
- Critical Incident Stress Management: *Group and Individual Certified*

**Professional Affiliations**

- Collaborative Family Healthcare Association, Member, Editing Manager CBC Blog
- International Society for Traumatic Stress Studies, Member
- Green Cross Foundation, Member
- The New Hampshire Mental Health Counselor's Association, Member
- National Board of Certified Counselors, Member

**Research Experience**

- Families First Health and Support Center and Antioch New England: Community Based Participatory Research Integrated Healthcare Outcomes Project, 2008-2011
- Seacoast Integrated Network of Care Research Project, 2008-Present
- Qualitative Delphi Study on Health Information Technology use in the Collaborative Healthcare Setting, 2010
- Summit Community Care Clinic and The National Community Council for Behavioral Health: Collaborative for Integrated Care Improvement, 2007-2008

**Families First of the Greater Seacoast**

Key Personnel (SFY 2016)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Helen B. Taft	Executive Director	\$105,253	0%	\$ 0
David C. Choate	Finance Director	\$ 69,580	0%	\$ 0
Peter Fifield	Behavioral Health Manager	\$ 57,962	0%	\$ 0



State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 Campus Drive, Suite 12, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #100) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$121,227.00.
3. Add Exhibit A-1, Scope of Services
4. Delete in its entirety Exhibit B Amendment #3, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7/24/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Families First of the Greater Seacoast

7/22/15  
Date

Heidi B. T. J.  
NAME  
TITLE Executive Director

Acknowledgement:

State of NH, County of Rockingham on 7/22/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Suzanne Coombs  
Name and Title of Notary or Justice of the Peace

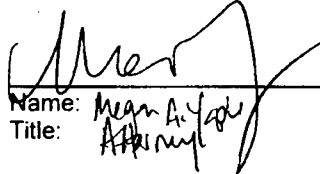


New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/3/15  
Date

  
Name: Megan A. Gade  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

New Hampshire Department of Health and Human Services  
Improving Current Services and Expanding Capacity for New Services  
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A-1

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.





## **Method and Conditions Precedent to Payment**

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

#### **A. Funding for Exhibit A, Amendment #3**

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$14,461.00 as follows:

- 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 0% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 0% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

#### **B. Funding for Exhibit A-1, Scope of Services**

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed \$20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with funding requirements.

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the



rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days)/week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days)/week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days)/week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days)/week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days)/week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days)/week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount



\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.



- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:



The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



**IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services**

- A. Payment for said services shall be made as follows:
- i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
  - ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.  
The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
- C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved project, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked, and amounts being billed for the specific project.
- D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

## CERTIFICATE OF VOTE

I, Linda Sanborn, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families First of the Greater Seacoast  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 7/22/15:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22 day of July, 2015.  
(Date Contract Signed)

4. Helen B. Taft is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Linda Sanborn  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2015.

By Linda Sanborn  
(Name of Elected Officer of the Agency)

Karen H. Foley  
(Notary Public/Justice of the Peace)

NOTARY SEAL:

KAREN H. FOLEY  
Commission Expires: Notary Public - New Hampshire  
My Commission Expires June 4, 2019



State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 Campus Drive, Suite 12, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #100) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$101,227.00.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.
8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.





**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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9. Add Exhibit C-1, Revisions To General Provisions.
10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/27/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Families First of the Greater Seacoast

5/12/15  
Date

Helen B. Tolt  
NAME Helen B Tolt  
TITLE Executive Director

Acknowledgement:

State of NH, County of Rockingham on 5/13/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Suzanne Coombes Exp. 12/19/18  
Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/3/15  
Date

Megan A. Yodanis  
Name: Megan A. Yodanis  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #3

Scope of Services

**A. Population Served**

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

**B. Required Treatment Services**

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

<b>Service Table</b>	
<b>Required Services</b>	<b>Treatment Services</b>
	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b>                      Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b> Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</b> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</b> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</p>
	<p><b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</b> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
	<p><b>Recovery Support Services:</b>                      Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.                      Types of Recovery Support Services are listed below:</p>
	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><b>Recovery Support Services</b> as identified above provided to pregnant &amp; parenting women.</p>

**C. Required Provisions for Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.



Exhibit A Amendment #3

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care





Exhibit A Amendment #3

3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. **Medication Assisted Treatment with Buprenorphine eligibility:** Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

**Waiting List Management:**

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment or
- Such persons refuse treatment.

**Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:**

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

**Interim Services for other Clients:**

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

**Services to pregnant and parenting women:**

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:



Exhibit A Amendment #3

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.



**Exhibit A Amendment #3**

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

**Publications Funded Under Contract:**

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

**Student Internships:**

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

**Staff Licensing Requirements:**

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

**Staff Certification Requirements:**

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

**Supervision:**

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnerool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the





**Exhibit A Amendment #3**

Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

***Critical Incident/Sentinel Event Reporting:***

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.



**Exhibit A Amendment #3**

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Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.



## Method and Conditions Precedent to Payment

### I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$14,461.00 as follows:

- 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 0% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 0% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service



It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. **Abstinence:** The client reports reduced or no substance use in the past 30 days.
- ii. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days.
- iv. **Stability in Housing:** The client reports being in stable housing.
- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.



**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)



- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.





**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: *Families First of the Greater Seacoast*

5/13/15  
Date

*Helen B. Tift*  
Name: *Helen B. Tift*  
Title: *Executive Director*





CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *Family First of the Greater  
Seacoast*

5/13/15  
Date

Helen B. Toff  
Name: *Helen B. Toff*  
Title: *Executive Director*



Exhibit F Amendment #1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*WRE*

*5/13/15*



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *Fernando First of the Greater Seawort*

5/13/15  
Date

Helen B. Telt  
Name: *Helen B. Telt*  
Title: *Executive Director*



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*[Handwritten Signature]*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: *Family First of the Greater Seacoast*

5/13/15  
Date

Helen B. Tift  
Name: *Helen B. Tift*  
Title: *Executive Director*

Exhibit G

Contractor Initials HRT

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *Family First of the Greater Seacoast*

5/12/15  
Date

*Heather B. Tefft*  
Name: *Heather B. Tefft*  
Title: *Executive Director*



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business





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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen A. Duran  
Signature of Authorized Representative

Kathleen A. Duran  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/27/15  
Date

Familia First of the Greater Seacoast  
Name of the Contractor

Helen B. Telft  
Signature of Authorized Representative

Helen B. Telft  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

5/13/15  
Date

**CERTIFICATE OF VOTE**

I, Linda Sanborn, do hereby certify that:  
(Name of the elected Officer of the Agency cannot be contract signatory.)

1. I am a duly elected Officer of Families First of the Greater Seacoast  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 5/13/15:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13 day of May, 2015.  
(Date Contract Signed)

4. Helen B. Taft is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Linda Sanborn  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 13 day of May, 2015.

By Linda Sanborn  
(Name of Elected Officer of the Agency)

Suzanne Combs  
(Notary Public Justice of the Peace)

NOTARY SEAL

Commission Expires: 12/19/18

**Families First of the Greater Seacoast**

Key Personnel (SFY 2016)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Helen B. Taft	Executive Director	\$103,189	0%	\$ 0
David C. Choate	Finance Director	\$ 68,216	0%	\$ 0
Peter Fifield	Behavioral Health Manager	\$ 56,826	0%	\$ 0



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State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 Campus Drive, Suite 12, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 100 )and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-29900000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$86,766
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/14  
Date

Sh L Rock  
NAME  
TITLE Director

Families First of the Greater Seacoast

5/21/14  
Date

Helen B. Taft  
NAME Helen B. Taft  
TITLE Executive Director/President

Acknowledgement:

State of New Hampshire, County of Rockingham on 5/21/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Nancy Cooks Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires March 7, 2017





New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

*Rosemary Wiatt*  
Name: *Rosemary Wiatt*  
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

**Service Table** - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
	<b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</b> – Outpatient Treatment as identified above provided to pregnant & parenting women.
	<b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</b> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

	pregnant & parenting women.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<i>Recovery Support Services</i> as identified above provided to pregnant & parenting women.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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**C. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.



Exhibit A Amendment #2

- b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**ATR and Recovery Support Services:**

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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**Exhibit B Amendment #2**

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$28,922 as follows:

- 100 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 0 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 0 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table** - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #2

	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #2

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not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. **Abstinence:** The client reports reduced or no substance use in the past 30 days.
- ii. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days.
- iv. **Stability in Housing:** The client reports being in stable housing.
- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #2

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The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**V. Charitable Choice:**

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #2

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Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

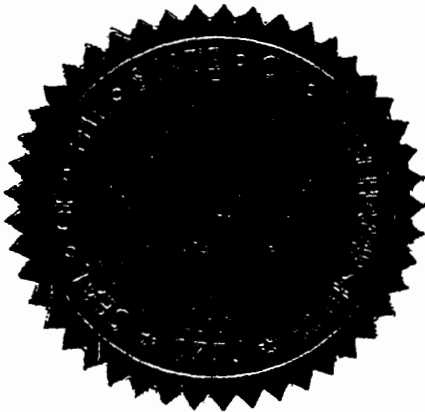
- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire nonprofit corporation formed August 28, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3<sup>rd</sup> day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State


## CERTIFICATE OF VOTE

I, Linda Sanborn, do hereby certify that:

1. I am a duly elected Officer of Families First of the Greater Seacoast.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 14, 2014:

**RESOLVED:** That the Executive Director/President is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

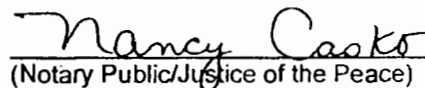
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of May, 2014.
4. Helen Taft is the duly elected Executive Director/President of the Agency.

  
\_\_\_\_\_

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 21st day of May, 2014, by Linda Sanborn.

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: My Commission Expires March 7, 2017





State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services  
Contract

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 100 Campus Drive, Suite 12, Portsmouth, New Hampshire.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20<sup>th</sup>, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 57,844.00
- 2) Amendment and modification of Exhibit A;
  - a) Delete "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) Change II A from: "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) Change II B Group Recovery Support Services from: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."



Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) Delete Table SAMHSA National Outcome Measures

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

New Hampshire Substance Abuse Treatment and Recovery Support Services



DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) **Delete** in Section II; "TOTAL: \$28,922.00"
  
- 4) **Add** Exhibit B-1



New Hampshire Substance Abuse Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/13  
Date

Nancy L. Rollins  
Associate Commissioner

Families First of the Greater Seacoast

5/7/13  
Date

Heidi B. T...  
Name:  
Title: Executive Director

Acknowledgement:

State of NH, County of Rockingham on May 7, 2013 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Nancy Casco Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires March 7, 2017

New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

13 May 2013  
Date

Joanne P. Henrich  
Name: Joanne P. Henrich  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Budget/Program Name: Families First of the Greater Seacoast  
Budget Request for: Substance Abuse Treatment Services  
Form of RFP: \_\_\_\_\_  
Budget Period: State Fiscal Year 2014

Line Item	Direct		Indirect		Total	Contractor Share / Match		Funded by DHHHS		Contract Share	Total
	Incremental	Fixed	Incremental	Fixed		Direct (Incremental)	Indirect (Fixed)	Direct (Incremental)	Indirect (Fixed)		
1. Total Salary/Wages	\$ 54,168.00	\$ -	\$ 33,813.00	\$ -	\$ 88,000.00	\$ -	\$ -	\$ 24,335.00	\$ -	\$ -	\$ 24,335.00
2. Employee Benefits	\$ 8,935.00	\$ -	\$ 5,548.00	\$ -	\$ 14,483.00	\$ -	\$ -	\$ 3,987.00	\$ -	\$ -	\$ 3,987.00
3. Consultants	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repair and Maintenance	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. L&B	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Travel	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. Occupancy	\$ -	\$ 850.00	\$ -	\$ -	\$ 850.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18. Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Audit and Legal	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21. Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22. Bond Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. NEW Communications	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25. Staff Education and Training	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26. Subcontractors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Other (Travel, Wash, Laundry)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28. Computer Outlets	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29. Dist Membership Licenses	\$ 225.00	\$ -	\$ 225.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30. Program Expense	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31. Admittance Expense	\$ 3,350.00	\$ -	\$ 3,350.00	\$ -	\$ 6,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32. Miscellaneous Expense	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 70,008.00	\$ 3,880.00	\$ 41,848.00	\$ 3,840.00	\$ 118,576.00	\$ 3,840.00	\$ 3,840.00	\$ 24,822.00	\$ -	\$ -	\$ 24,822.00

Indirect At A Percent of Direct 3.3%

Contractor Initials \_\_\_\_\_ Date \_\_\_\_\_

Substance Abuse Treatment

CERTIFICATE OF VOTE

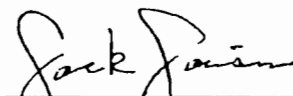
I, Jack Jamison, do hereby certify that:

1. I am the duly elected Secretary of Families First of the Greater Seacoast;
2. The following are true copies of two resolutions duly adopted at a meeting by the Board of Directors of the Corporation duly held on May 8, 2013.

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of Substance Abuse Services.

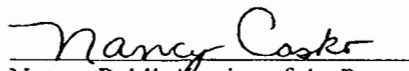
**RESOLVED:** That the Director of Families First of the Greater Seacoast is hereby authorized to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 8<sup>th</sup> day of May, 2013.
4. Helen B. Taft is the duly elected Director of the Corporation and signed the Substance Abuse Treatment Contract Amendment on the 7<sup>th</sup> of May, 2013.

  
\_\_\_\_\_  
Jack Jamison, Secretary

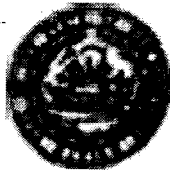
STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 8th day of May, 2013 by Jack Jamison.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: My Commission Expires March 7, 2017

ELU



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES  
 BUREAU OF DRUG AND ALCOHOL SERVICES

COPY

Nicholas A. Toumpas  
 Commissioner  
 Nancy L. Rollins  
 Associate Commissioner

106 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 24, 2012

APPROVED BY \_\_\_\_\_  
 DATE 6/20/12  
 PAGE 13  
 ITEM # 100

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Families First of the Greater Seacoast (Vendor # 166629 ), 100 Campus Drive, Suite 12, Portsmouth, New Hampshire, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$28,922.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$28,922.00
		Total		\$28,922.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Portsmouth area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts



His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2012  
Page 2 of 3

include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Families First of the Greater Seacoast was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$28,922.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

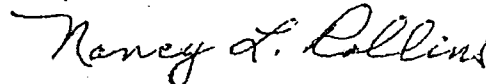
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Portsmouth New Hampshire.

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant.

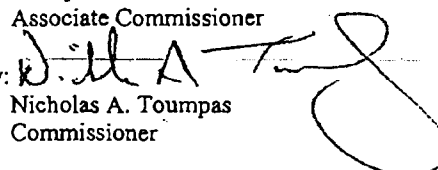
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/df

RP/RFY CRITERIA	Miss Pys	15.00	15.00	13.00	13.00	12.00	14.00	15.00	13.00	13.00	13.00	15.00	13.00	15.00	13.00	15.00	13.00	15.00
Experience and Capacity	15	14.00	15.00	13.00	13.00	12.00	14.00	15.00	13.00	13.00	13.00	15.00	13.00	15.00	13.00	15.00	13.00	15.00
Approach	56	42.00	48.00	47.00	39.00	47.00	46.00	40.00	43.00	43.00	42.00	48.00	43.00	48.00	42.00	48.00	42.00	42.00
Budget	25	24.00	25.00	23.00	18.00	20.00	18.00	25.00	19.00	24.00	22.00	16.00	22.00	22.00	23.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	9.00	7.00	0.00	6.50	9.30	9.00	6.50	9.30	8.30	7.50	6.50	7.50	7.20	7.20	8.30	5.60
Total	100	88.00	92.00	90.00	70.00	82.00	88.00	89.00	81.00	87.00	84.00	81.00	83.00	83.00	81.00	87.00	87.00	58.00

BUDGET REQUEST	\$10,256	\$45,000	\$27,207	\$406,796	\$3,227,626	\$17,050	\$116,228	\$1,758,172	\$282,500	\$748,503	\$38,000	\$183,454	\$344,501	\$7,815,853	\$813,951	\$1,229,334	\$47,567	\$747,691	\$230,000
BUDGET AVAILABLE	\$74,406	\$21,022	\$122,530	\$1,128,999	\$3,227,626	\$1,556,645	\$227,467	\$1,758,172	\$282,500	\$748,503	\$38,000	\$183,454	\$344,501	\$7,815,853	\$813,951	\$1,229,334	\$47,567	\$747,691	\$230,000

RFP Reviewers

Name	Job Title	Dept/Agency	Qualifications
1 Tyn Rourke	Sub Use Disorders	Grantmaking/GC	Attirewenty five between 3-20 years
2 Pamela Sullivan	Youth Counselor	SYDC	experience managing
3 Jicili Young	Program Specialist	DCYF	agreements with
4 Bennie Blinn	Prog. Planner/Rev. Spec.	Family Services	vendors for various
5 Alan West, Ph.D.	Psychologist/VA	TX/Co-occurring	DHHS and DOC
6 Mary Miller	Prog. Spec. IV	OCPH	programs. Areas of
7 Michelle Riccio	Prog. Spec. IV	DPHS	specific expertise
8 Kathleen Hesselort	Internal Auditor I	BDAS/FBO	include Maternal and
9 Lundy Keller	Administrator I	BDAS-RAD	Child Health;
10 Michael Lawless	Prog. Spec. IV	BDAS/CSU	Substance Abuse
11 Bruce Blansy	Regional Coordinator	BDAS-CSU	
12 Tim Shamelaris	Administrator I	BDAS-FBOU	
13 Linda Parker	Prog. Spec IV	BDAS-CSU	
14 Rosemary Sinnott	Administrator I	BDAS-CSU	
15 Rob O'Hannon	ATR Prog. Spec	BDAS/ATR	
16 Janine Powers	T&R-ec. Serv. Coord	BDAS/ATR	
17 John Sweeney	Systems Dev	BDAS/IT	
18 Michael Rodgers	Assistant Administrator	BDAS	
19 Johnny Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20 Ann Crawford	Regional Coordinator	BDAS/PSU	
21 Valerie Morgan	Administrator I	BDAS/PSU	

Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Families First of the Greater Seacoast		1.4 Contractor Address 100 Campus Drive, Suite 12, Portsmouth, New Hampshire	
1.5 Contractor Phone Number 603-422-8208 x 120	1.6 Account Number 05-95-95-958410-5365-102-500734	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$28,922.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature <i>Helen B. Taft</i>		1.12 Name and Title of Contractor Signatory Helen B. Taft, Executive Director/President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>5/22/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Nancy Casko</i> My Commission Expires March 7, 2017 [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace NANCY CASKO, NOTARY			
1.14 State Agency Signature <i>Nancy L. Rollins</i>		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services  
 Exhibit A**

**I. General Provisions**

**CONTRACT PERIOD:** July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

**CONTRACTOR NAME:** Families First of the Greater Seacoast

**ADDRESS:** 100 Campus Drive, Suite 12, Portsmouth, New Hampshire

**EXECUTIVE DIRECTOR:** Helen B. Taft

**TELEPHONE:** 603-422-8208 x 120

**II. Scope of Services**

*A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:*

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	\$ Awarded
Pregnant & Parenting Women - Outpatient	.39	Portsmouth	6	\$28,922.00

**B. Required Services**

*Priority Admission:*

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

*Required Outreach:*

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant-or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters



placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

***Limitations on Exclusionary Criteria:***

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

***Sliding Fee Scale:***

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their

dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101

603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site, or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials:   LW    
Date:   5/22/12

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

***Outpatient Treatment*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

*Intensive Outpatient Treatment* - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

*Residential Treatment* - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

*Transitional Living* - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

*Assessment of Risk for Self-Harm/Suicide:* The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.

- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

- A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- A full-time Executive Director, not filling any of the positions described above.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Subcontracting/Consultants:***

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).



***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

***Performance Measures:***

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention

and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

**SAMHSA National Outcome Measures:**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year - DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>WITS Electronic Health Record</li> <li>ASI or GAIN Assessment</li> <li>NIDA/SAMHSA MATRS Treatment Planning model</li> <li>Clinical model for treatment services recognized by</li> </ul>

		National Registry of Evidence Based Programs and Practices (NREPP).
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**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street  
Concord, New Hampshire 03301  
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

*On-Site Reviews:*

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
Substance Use Disorder Treatment Services

Exhibit B  
Purchase of Services  
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Families First of the Greater Seacoast

ADDRESS: 100 Campus Drive, Suite 12, Portsmouth, New Hampshire

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Helen B. Taft

TELEPHONE: 603-422-8208 x 120

Vendor #166629-B001

Job #95846503 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 28,922.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$28,922.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

## 1. Performance Utilization:

### A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

### B. Utilization Methodology by Modality:

- i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000 / \$120$ ) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

## 2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.



**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

**B. Retention:**

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

**3. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

#### 4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

#### IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

#### V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

#### VI. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Standard Exhibits C - J

TX Substance Use Disorder

Contractor Initials: 1/2  
Date: 5/22/12

Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) **Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State

related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



The remainder of this page is intentionally left blank.

Standard Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE 1 – FOR GRANTEES OTHER THAN INDIVIDUALS**

**b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner  
NH Department of Health and Human Services,**

- (i) 129 Pleasant Street
- (ii) Concord, NH 03301

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*
  - (b) *Establishing an ongoing drug-free awareness program to inform employee's about:*
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Portsmouth)

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Check  if there are workplaces on file that are not identified here.

Families First of the Greater Seacoast From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013  
 Contractor Name Period Covered by this Certification

Helen B. Taft, Executive Director/President  
 Name and title of Authorized Contractor Representative

Helen B. Taft  
 Contractor Representative Signature

5/22/12  
 Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

*B. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at [www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf)), in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

<i>[Signature]</i>	<i>Executive Director/President</i>
Contractor Signature	Contractor's Representative Title
<i>Families First of the Greater Seacoast</i>	<i>5/22/12</i>
Contractor Name	Date

Contractor Initials: *[Signature]*  
Date: *5/22/12*

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

**1. Instructions for Certification**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

<i>[Handwritten Signature]</i>	Executive Director/President
Contractor Signature	Contractor's Representative Title
Families First of the Greater Seacoast	5/22/12
Contractor Name	Date

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

1. John B. Titus                      Executive Director / President  
Contractor Signature                      Contractor's Representative Title

Families First of the Greater Seacoast                      5/22/12  
Contractor Name                      Date

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NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Del B. T. H.  
Contractor Signature

Executive Director/President  
Contractor's Representative Title

Families First of the Greater Seacoast

5/22/12  
Date

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NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- c. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Families First of the Greater Seacoast
_____ The State Agency Name	_____ Name of Contractor
<i>Nancy L. Rollins</i>	<i>Helen B. Taft</i>
_____ Signature of Authorized Representative	_____ Signature of Authorized Representative
Nancy L. Rollins	Helen B. Taft
_____ Name of Authorized Representative	_____ Name of Authorized Representative
Associate Commissioner	Executive Director/President
_____ Title of Authorized Representative	_____ Title of Authorized Representative
<i>5/31/12</i>	<i>5/22/12</i>
_____ Date	_____ Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and*
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Neil B. Taylor Executive Director/President  
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Families First of the Greater Seacoast 5/22/12  
(Contractor Name) (Date)



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire nonprofit corporation formed August 28, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of April A.D. 2012



*William M. Gardner*

William M. Gardner  
Secretary of State



CERTIFICATE OF VOTE/AUTHORITY

I, Kathleen MacLeod, of the Families First of the Greater Seacoast, do hereby certify that:

1. I am the duly elected Chair of the Families First of the Greater Seacoast;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, held on May 22, 2012.

RESOLVED: That this Corporation may enter into contracts with the State of New Hampshire, acting through its Department of Health and Human Services;

RESOLVED: That the Executive Director/President of the Families First of the Greater Seacoast has the authority to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Helen B. Taft is the duly appointed Executive Director/President of the Families First of the Greater Seacoast.

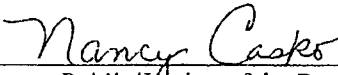
3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 22, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Families First of the Greater Seacoast this 22nd day of May 2012.

  
\_\_\_\_\_  
Kathleen MacLeod, Chair

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 22nd day of May, 2012 by Kathleen MacLeod.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: My Commission Expires March 7, 2017



**State of New Hampshire  
Department of Health and Human Services  
Amendment #6 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This sixth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 6") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #101) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), by Governor and Executive Council, and (Amendment #4 to the Contract) approved on June 4, 2015 by the Attorney General, and (Amendment #5 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #6, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$1,266,988.
4. Amend Exhibit B Amendment #4 by striking:
  - A. Funding for Exhibit A, Amendment #3  
For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$166,265.00 as follows:
    - 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
    - 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
    - 32% General funds.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



And inserting in its place:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$249,398 as follows:

- 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 0% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 0% General funds.

5. Delete in its entirety, Exhibit B-3, and replace with Exhibit B-3 Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/18/15  
Date

Marilee Nihan  
NAME Marilee Nihan  
TITLE Deputy Commissioner

Families in Transition

11/9/15  
Date

Maureen Beauregard  
NAME Maureen Beauregard  
TITLE President

Acknowledgement:

State of NH, County of Hillsborough on 11/9/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Ruth Syrek  
Name and Title of Notary or Justice of the Peace

RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018

Ruth Syrek, Admin Asst.  
Families in Transition  
Amendment #6  
Page 2 of 3

Contractor Initials: MSB  
Date: 11/9/15

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

*Lisa M English*  
Name: *Lisa English*  
Title: *Senior Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**BUDGET FORM**

**New Hampshire Department of Health and Human Services**  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Contractor Name:** Families in Transition

**Budget Request for:** Substance Use Disorder Treatment Enhanced Services -  
 Childcare and Transportation Services  
*Name of Program*

**Budget Period:** July 1, 2015 to March 31, 2016

1. Total Salary/Wages	\$ 24,480.00	\$ -	\$ 24,480.00
2. Employee Benefits	\$ 6,592.50	\$ -	\$ 6,592.50
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ 225.00	\$ -	\$ 225.00
Repair and Maintenance	\$ 225.00	\$ -	\$ 225.00
Purchase/Depreciation (computer)	\$ 675.00	\$ -	\$ 675.00
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 375.00	\$ -	\$ 375.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 375.00	\$ -	\$ 375.00
6. Travel	\$ 375.00	\$ -	\$ 375.00
7. Occupancy	\$ 2,250.00	\$ -	\$ 2,250.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 270.00	\$ -	\$ 270.00
Postage	\$ 225.00	\$ -	\$ 225.00
Subscriptions	\$ 112.50	\$ -	\$ 112.50
Audit and Legal	\$ 375.00	\$ -	\$ 375.00
Insurance	\$ 315.00	\$ -	\$ 315.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ 375.00	\$ -	\$ 375.00
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 585.00	\$ -	\$ 585.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (Vehicle):	\$0.00	\$ -	\$ -
Vehicle Expenses: (gas,loan, maintenance, registration)	\$ 7,380.00	\$ -	\$ 7,380.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 45,210.00</b>	<b>\$ -</b>	<b>\$ 45,210.00</b>

Indirect As A Percent of Direct 0.0%

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10<sup>th</sup> day of April, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Dick Anagnost, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families in Transition.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on November 9, 2015 :  
(Date)

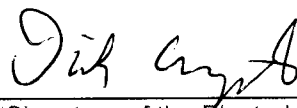
**RESOLVED:** That the President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 9 day of November, 2015.  
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 9 day of November, 2015.

By Dick Anagnost  
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018

Commission Expires: \_\_\_\_\_

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Davis Towle Morrill & Everett, 115 Airport Road, P O Box 1260, Concord, NH 03302-1260. CONTACT NAME: Davis Towle Morrill & Everett, PHONE (A/C, No, Ext): 603 225-6611, FAX (A/C, No): 603-225-7935. INSURED: Families in Transition, Inc, 122 Market St, Manchester, NH 03101. INSURER A: Philadelphia Insurance Co., INSURER B: AmTrust North America, Inc.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability (PHPK1272568), Automobile Liability (PHPK1272568), Umbrella Liability (PHUB484416), and Workers Compensation (WWC3115830).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) \*\*\*Workers Compensation\*\*\* 3A State: NH

CERTIFICATE HOLDER: State of New Hampshire, Department of Health and Human Services, 129 Pleasant St, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



***Families in Transition***  
***122 Market Street***  
***Manchester, NH 03101***  
***Tel. 603-641-9441***  
***Fax. 603-641-1244***



***Mission***

To provide safe and affordable housing and  
comprehensive social services to individuals  
and families who are homeless or who are at risk of  
becoming homeless, enabling them to gain  
self-sufficiency and respect.



**CONSOLIDATED FINANCIAL STATEMENTS**

and

**SUPPLEMENTARY INFORMATION**

**December 31, 2014**

**(With Comparative Totals for 2013)**

**With Independent Auditor's Report**



## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Families in Transition, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2014 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2014, and the consolidated changes in its net assets and its consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

***Report on Summarized Comparative Information***

We have previously audited the Organization's 2013 consolidated financial statements and, in our report dated March 28, 2014, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2013, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived, adjusted as described in the following paragraph.

***Adjustment to Prior Period Summarized Comparative Information***

As disclosed in Note 11, the Organization has restated its beginning 2013 consolidated net assets to include a previously unrecognized contribution of property to Housing Benefits, Inc.'s Dover Housing Project.

As part of our audit of the 2014 consolidated financial statements, we audited the adjustment described in Note 11 that was applied to restate beginning 2013 consolidated net assets. In our opinion, such adjustment is appropriate and has been properly applied.

***Other Matter***

*Supplementary Information*

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2014, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
March 30, 2015

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Financial Position**

**December 31, 2014**

**(With Comparative Totals for December 31, 2013)**

**ASSETS**

	<u>2014</u>	Restated <u>2013</u>
Current assets		
Cash and cash equivalents	\$ 996,035	\$ 732,210
Funds held as fiscal agent	75,737	96,380
Accounts receivable	39,983	43,901
Grants receivable	282,810	235,517
Prepaid expenses	54,587	65,440
Reserve cash designated for properties	662,613	646,522
Due from related parties	8,210	9,735
Other current assets	<u>43,779</u>	<u>40,058</u>
Total current assets	2,163,754	1,869,763
Replacement reserves	338,563	299,029
Investments	10,661	8,537
Investment in related entity	1,000	1,000
Property and equipment, net	26,111,906	24,356,363
Development in process	260,947	1,130,431
Other assets, net	<u>145,356</u>	<u>158,624</u>
Total assets	\$ <u>29,032,187</u>	\$ <u>27,823,747</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Current portion of long-term debt	\$ 187,323	\$ 258,051
Accounts payable	183,579	136,696
Accrued expenses	159,806	102,519
Funds held as fiscal agent	75,737	96,380
Deferred revenue	32,581	6,825
Due to related entity	2,371	-
Security deposits	<u>43,784</u>	<u>40,138</u>
Total current liabilities	685,181	640,609
Long-term debt, less current portion	<u>9,938,952</u>	<u>9,681,352</u>
Total liabilities	<u>10,624,133</u>	<u>10,321,961</u>
Net assets		
Unrestricted - controlling interest	12,197,286	11,014,933
Unrestricted - noncontrolling interest	<u>5,691,054</u>	<u>6,114,912</u>
Total unrestricted	17,888,340	17,129,845
Temporarily restricted	<u>519,714</u>	<u>371,941</u>
Total net assets	<u>18,408,054</u>	<u>17,501,786</u>
Total liabilities and net assets	\$ <u>29,032,187</u>	\$ <u>27,823,747</u>

The accompanying notes are an integral part of these consolidated financial statements.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Activities**

**Year Ended December 31, 2014  
(With Comparative Totals for the Year Ended December 31, 2013)**

	Unrestricted - Controlling Interest	Unrestricted - Noncontrolling Interest	Total Unrestricted	Temporarily Restricted	2014	Restated 2013
Revenue and support						
Federal, state and other grant support	\$ 2,585,540	\$ -	\$ 2,585,540	\$ 283,408	\$ 2,868,948	\$ 3,699,199
Rental income, net of vacancies	1,674,741	-	1,674,741	-	1,674,741	1,493,303
Thrift store sales	724,911	-	724,911	-	724,911	700,667
Public support	116,666	-	116,666	-	116,666	90,985
Tax credit revenue	129,067	-	129,067	-	129,067	68,400
Special events	134,954	-	134,954	-	134,954	176,062
Developer fees	72,000	-	72,000	-	72,000	54,000
VISTA program revenue	93,474	-	93,474	-	93,474	104,523
Unrealized gains on investments	1,064	-	1,064	-	1,064	3,882
Loss on disposal of assets	(3,653)	-	(3,653)	-	(3,653)	(24,296)
Interest income	29,536	-	29,536	-	29,536	29,263
In-kind donations	25,890	-	25,890	-	25,890	25,397
Other income	547,357	-	547,357	-	547,357	289,132
Net assets released from restrictions	135,635	-	135,635	(135,635)	-	-
Total revenue and support	<u>6,267,182</u>	<u>-</u>	<u>6,267,182</u>	<u>147,773</u>	<u>6,414,955</u>	<u>6,710,517</u>
Expenses						
Program activities						
Housing	4,898,273	-	4,898,273	-	4,898,273	4,615,512
Thrift store	576,520	-	576,520	-	576,520	570,957
Total program activities	5,474,793	-	5,474,793	-	5,474,793	5,186,469
Fundraising	432,998	-	432,998	-	432,998	387,803
Management and general	288,623	-	288,623	-	288,623	337,187
Total expenses	<u>6,196,414</u>	<u>-</u>	<u>6,196,414</u>	<u>-</u>	<u>6,196,414</u>	<u>5,911,459</u>
Contribution of property for long-term purposes	687,760	-	687,760	-	687,760	-
Change in net assets	758,528	-	758,528	147,773	906,301	799,058
Distributions	-	(33)	(33)	-	(33)	-
Change in net assets attributable to noncontrolling interest in subsidiaries	423,825	(423,825)	-	-	-	-
Change in net assets attributable to controlling interest	1,182,353	(423,858)	758,495	147,773	906,268	799,058
Net assets, beginning of year, as restated	11,014,933	6,114,912	17,129,845	371,941	17,501,786	16,702,728
Net assets, end of year	<u>\$ 12,197,286</u>	<u>\$ 5,691,054</u>	<u>\$ 17,888,340</u>	<u>\$ 519,714</u>	<u>\$ 18,408,054</u>	<u>\$ 17,501,786</u>

The accompanying notes are an integral part of these consolidated financial statements.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Functional Expenses**

**Year Ended December 31, 2014**  
**(With Comparative Totals for the Year Ended December 31, 2013)**

	<u>Program Activities</u>	<u>Fundraising</u>	<u>Management and General</u>	<u>2014 Total</u>	<u>2013 Total</u>
Salaries and benefits					
Salaries and wages	\$ 1,743,218	\$ 233,064	\$ 170,914	\$ 2,147,196	\$ 2,004,885
Temporary labor	7,202	-	-	7,202	38,656
Employee benefits	239,196	28,093	20,602	287,891	225,247
Payroll taxes	<u>138,280</u>	<u>18,922</u>	<u>13,876</u>	<u>171,078</u>	<u>174,159</u>
Total salaries and benefits	2,127,896	280,079	205,392	2,613,367	2,442,947
Expenses					
Advertising	29,308	-	332	29,640	26,407
Amortization	13,268	-	-	13,268	13,769
Application and permit fees	2,400	-	-	2,400	2,850
Bad debts	15,341	-	-	15,341	10,131
Bank charges	10,878	-	3,739	14,617	16,723
Consultants	30,333	2,250	-	32,583	41,606
Depreciation	849,077	21,192	15,541	885,810	849,064
Events	4,194	42,725	-	46,919	35,345
General insurance	119,390	8,043	5,899	133,332	120,529
Interest expense	179,152	-	-	179,152	177,265
Management fees	35,189	-	-	35,189	4,511
Meals and entertainment	2,968	590	432	3,990	3,973
Membership dues	5,172	932	683	6,787	7,324
Office supplies	100,961	16,447	12,061	129,469	117,049
Participant expenses	43,958	-	-	43,958	44,929
Postage	6,073	1,112	816	8,001	11,547
Printing	12,913	2,365	1,735	17,013	30,484
Professional fees	108,923	8,520	6,248	123,691	96,608
Rental subsidies	251,347	-	-	251,347	261,606
Repairs and maintenance	385,885	10,674	7,828	404,387	382,228
Staff development	8,792	1,782	1,307	11,881	11,776
Taxes	263,719	-	-	263,719	245,422
Technology support	44,546	8,617	6,319	59,482	58,676
Telephone	52,510	7,817	5,732	66,059	64,532
Travel	43,862	7,450	5,463	56,775	52,358
Utilities	403,942	4,462	3,272	411,676	374,781
VISTA program	264,623	-	-	264,623	345,979
Workers' compensation	<u>58,173</u>	<u>7,941</u>	<u>5,824</u>	<u>71,938</u>	<u>61,040</u>
Total expenses	\$ <u>5,474,793</u>	\$ <u>432,998</u>	\$ <u>288,623</u>	\$ <u>6,196,414</u>	\$ <u>5,911,459</u>

The accompanying notes are an integral part of these consolidated financial statements.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statements of Cash Flows**

**Year Ended December 31, 2014**

**(With Comparative Totals for the Year Ended December 31, 2013)**

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities		
Change in net assets	\$ 906,301	\$ 799,058
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	899,078	862,833
Contribution of property for long-term purposes	(687,760)	-
Grants revenue for long-term purposes	-	(1,184,206)
Forgiveness of debt	(131,267)	(131,267)
Unrealized gains on investments	(1,064)	(3,882)
Loss on asset disposal	3,653	24,296
Decrease (increase) in:		
Accounts receivable	3,918	(21,025)
Grants receivable	(53,293)	(115,204)
Prepaid expenses	10,853	9,620
Due from related parties	1,525	(1,623)
Other current assets	(3,721)	(11,801)
Increase (decrease) in:		
Accounts payable	46,883	44,764
Accrued expenses	57,287	(1,573)
Deferred revenue	25,756	3,158
Due to related party	2,371	-
Security deposits	3,646	11,888
Net cash provided by operating activities	<u>1,084,166</u>	<u>285,036</u>
Cash flows from investing activities		
Net withdrawals from (deposits to) reserve accounts	14,242	(11,387)
Purchases of investments	(1,060)	-
Investment in development in process	(550,717)	(1,104,891)
Acquisition of property and equipment	<u>(113,629)</u>	<u>(132,294)</u>
Net cash used by investing activities	<u>(651,164)</u>	<u>(1,248,572)</u>
Cash flows from financing activities		
Grants received for long-term purposes	-	1,184,206
Partner distributions	(33)	-
Proceeds from borrowing long-term debt	-	45,701
Payments of long-term debt	<u>(169,144)</u>	<u>(164,230)</u>
Net cash (used) provided by financing activities	<u>(169,177)</u>	<u>1,065,677</u>
Increase in cash and cash equivalents	263,825	102,141
Cash and cash equivalents, beginning of year	<u>732,210</u>	<u>630,069</u>
Cash and cash equivalents, end of year	<u>\$ 996,035</u>	<u>\$ 732,210</u>
Supplemental disclosure		
Acquisition of property and equipment through long-term borrowings	<u>\$ 430,000</u>	<u>\$ -</u>
Acquisition of development in process through long-term borrowings	<u>\$ 63,283</u>	<u>\$ -</u>
Property and equipment transferred from development in process	<u>\$ 1,483,484</u>	<u>\$ -</u>

The accompanying notes are an integral part of these consolidated financial statements.



# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2014

(With Comparative Totals for December 31, 2013)

### Organization

Families in Transition, Inc. (FIT or the Organization) is a New Hampshire nonprofit, incorporated on May 13, 1994, to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire, including Manchester, Concord and Dover.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization is the sole general partner. These limited partnerships include Millyard Families II Limited Partnership (Millyard II), located on Market Street in Manchester, New Hampshire; Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

In 2008, the Organization created a Community Development Housing Organization, Housing Benefits, Inc. (Housing Benefits). Housing Benefits identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Streets, Lowell Street, Belmont Street, and Market Street (Millyard Families I), in Manchester, New Hampshire as well as an additional housing unit located on Central Avenue in Dover, New Hampshire. An additional housing unit became operational in 2014, located on Hayward Street in Manchester, New Hampshire.

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family OutFITters, LLC (OutFITters), a limited liability corporation. OutFITters operates independent thrift stores in Concord and Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization.

The Limited Partnerships, Housing Benefits, MEH and OutFITters constitute the subsidiaries of the Organization.

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness, a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy". The activity of this entity is not deemed material and has not been included in the consolidated financial statements.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2014

(With Comparative Totals for December 31, 2013)

### 1. Summary of Significant Accounting Policies

#### Principles of Consolidation

The Organization has several wholly-owned corporations which include Brick Mill House Families II, Inc. (Brick Mill), Bicentennial Families Concord, Inc. (Bicentennial Families), Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Brick Mill is general partner of Millyard II, Bicentennial Families is general partner of Bicentennial, Family Mill is general partner of Family Bridge and Big Shady Tree is general partner of Family Willows.

Since the General Partners have control in the Limited Partnerships, in accordance with Financial Accounting Standards Board *Accounting Standards Codification* Topic 810-20-25, *Consolidation*, each of the Limited Partnerships' financial statements are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statements of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, the General Partners, Housing Benefits, MEH and OutFITters. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

#### Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2013 consolidated financial statements, from which the summarized information was derived.

#### Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2014

(With Comparative Totals for December 31, 2013)

### **Basis of Presentation**

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor imposed restrictions.

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. The donors of these assets permit the Organization to use all or part of the income earned on related contributions for general or specific purposes. The Organization had no permanently restricted net assets as of December 31, 2014 and 2013.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

### **Cash and Cash Equivalents**

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Restricted deposits are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2014  
(With Comparative Totals for December 31, 2013)

### Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 5 to 30 years. Assets not in service are not depreciated.

### Volunteer Services (unaudited)

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2014 and 2013, is approximately \$810,000 and \$780,000, respectively.

### Functional Expense Allocation

The costs of providing various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2014 and 2013, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as a partnership, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

### Reclassification

Certain amounts in the 2013 financial statements have been reclassified to conform to the current year's presentation.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2014

(With Comparative Totals for December 31, 2013)

### 2. Property and Equipment

Property and equipment consisted of the following:

	<u>2014</u>	<u>2013</u>
Land	\$ 3,112,699	\$ 2,304,135
Land improvements	595,300	502,948
Buildings and improvements	27,743,643	26,035,016
Furniture and fixtures	496,456	503,087
Equipment	336,464	372,668
Vehicles	<u>214,065</u>	<u>214,065</u>
	32,498,627	29,931,919
Less: accumulated depreciation	<u>6,386,721</u>	<u>5,575,556</u>
Property and equipment, net	\$ <u>26,111,906</u>	\$ <u>24,356,363</u>

During 2012, the Organization began the development of the Hayward Street Permanent Supportive Housing Program (Hayward St. Program) through funding received by Housing Benefits from the U.S. Department of Housing and Urban Development, passed through the City of Manchester, New Hampshire, known as Neighborhood Stabilization Program grants. The funds were used to purchase a vacant lot in Manchester, New Hampshire and to construct a building used to provide housing and supportive services to individuals and families who are homeless. The facility contains four 2-bedroom apartments and two 1-bedroom apartments. In addition, tenants receive comprehensive supportive services designed to ensure long-term stability and wellness. At December 31, 2013, the Organization had incurred costs of approximately \$1.1 million presented in the Organization's consolidated statement of financial position as development in process.

At December 31, 2014, the Organization had invested approximately \$1.5 million in the Hayward St. Program. On March 1, 2014, the Hayward St. Program was placed into service and the assets were transferred from development in process and at December 31, 2014 are presented in the Organization's consolidated statement of financial position in property and equipment, net.

In June 2014, land located at Spruce Street and Massabesic Street in Manchester, New Hampshire, was donated to FIT from the City of Manchester. This land will be used to be developed into the Hollow's Community Garden and Learning Center. The project is intended to improve the quality of life of at-risk children and families by providing immediate hunger relief, expanding food access and delivering hands-on educational experiences.

In September 2014, a three-family building and land located on Spruce Street in Manchester, New Hampshire, was donated to FIT from the City of Manchester. The property was transferred from FIT to Housing Benefits. Housing Benefits intends to rehabilitate the project into rental housing for low-income households. All construction will incorporate energy efficiencies to the maximum extent possible to reduce operating costs and ensure long-term affordability.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2014

(With Comparative Totals for December 31, 2013)

### 3. Development in Process

In 2014, the Organization began the pre-construction phase on its Family Place Resource Center and Shelter through funding received from New Hampshire Housing Finance Authority (NHHFA), Community Development Finance Authority funds and donations. The facility will house a new and expanded family shelter as well as a comprehensive resource center designed to meet the needs of homeless families and children. The shelter will consist of 12 emergency housing units for families in immediate need of shelter. The services include, but are not limited to, centralized assessment and referral, hot meals, access to an onsite food pantry, onsite medical care and therapeutic preschool programming for children. The project is expected to cost approximately \$1.8 million and is expected to be completed in 2015. At December 31, 2014, the Organization had invested approximately \$200,000 in the facility.

### 4. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$100,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance or activity as of and for the years ended December 31, 2014 and 2013.

### 5. Long-term Debt

Long-term debt consisted of the following:

	<u>2014</u>	<u>2013</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 67,613	\$ 71,011
A note payable to NHHFA. The note is non-interest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	157,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$990, including interest at 6.25%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in February 2019.	132,207	136,628
A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of \$525 at 1% annual interest rate. The loan is due and payable in February 2017.	13,492	19,621

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2014

(With Comparative Totals for December 31, 2013)

<p>A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 7.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.</p>	<b>100,050</b>	108,818
<p>A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 4.93%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.</p>	<b>250,676</b>	258,443
<p>Non-interest bearing note payable to the City of Manchester, New Hampshire, payable in annual installments of \$1,977. The loan was paid in October 2014.</p>	-	1,977
<p>A mortgage note payable by Bicentennial to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.</p>	<b>164,904</b>	170,083
<p>A non-interest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 27, 2033. This is non-recourse.</p>	<b>102,647</b>	102,647
<p>A non-interest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 27, 2033. This note is non-recourse and is subordinate to the \$102,647 note payable.</p>	<b>337,720</b>	337,720
<p>A non-interest bearing note payable by Bicentennial to Merrimack County, collateralized by real estate and various financing instruments. The note is due and payable in full May 27, 2033.</p>	<b>260,000</b>	260,000
<p>A non-interest bearing note payable by Millyard II to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is non-recourse.</p>	<b>461,696</b>	462,309
<p>A mortgage note payable by Millyard II to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on April 1, 2032.</p>	<b>268,758</b>	279,885

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2014

(With Comparative Totals for December 31, 2013)

A non-interest bearing note payable by Millyard II to the City of Manchester, New Hampshire, collateralized by real estate and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow. In any year where the Debt Coverage Ratio exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is non-recourse.	<b>226,725</b>	227,521
A non-interest bearing note payable by Millyard II to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by real estate. All unpaid amounts are due and payable in full on December 31, 2031. This note is non-recourse.	<b>250,000</b>	250,000
A mortgage note payable by Millyard Families I to the City of Manchester Community Improvement Program, collateralized by real estate. The note is non-interest bearing and is due and payable in January 2027.	<b>230,000</b>	230,000
A second mortgage note payable by Millyard Families I to the NHCLF, collateralized by real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	<b>93,604</b>	105,058
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	<b>850,000</b>	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 7.71%. The note is payable in full in October 27, 2023 and is guaranteed by FIT and Family Mill.	<b>483,093</b>	492,270
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is non-interest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is non-recourse.	<b>600,000</b>	600,000



# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2014

(With Comparative Totals for December 31, 2013)

A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	<b>598,957</b>	598,957
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is non-interest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is non-recourse.	<b>127,272</b>	136,363
A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 3.25%, based on the prime rate capped at 6%. The note is payable in full on October 14, 2033 and is guaranteed by FIT and Big Shady Tree.	<b>312,442</b>	324,506
A mortgage note payable by School & Third Street to NHHFA, collateralized by real estate and personal property. Monthly payments of \$2,774 include principal and interest at 8% per annum. The note is due April 1, 2021.	<b>163,281</b>	182,653
A second mortgage note payable by School & Third Street to NHCLF, collateralized by real estate and personal property. The note bears no interest and monthly payments of \$2,774 will commence on April 15, 2021 and continue until maturity in September 15, 2039.	<b>617,613</b>	617,613
A mortgage note payable by Belmont Street to NHHFA, collateralized by real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	<b>419,370</b>	433,000
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The note will be paid in full in September 2031.	<b>392,864</b>	405,761
A mortgage note payable from Lowell Street to NHHFA, collateralized by real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	<b>44,312</b>	59,157

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2014**

**(With Comparative Totals for December 31, 2013)**

A second, non-interest bearing, mortgage note payable from Lowell Street to the City of Manchester, New Hampshire, collateralized by real estate. Annual payments equal to the greater of 25% of new cash flow or \$4,000 commenced in October 2012 and will continue until the maturity date in June 2041.	<b>180,864</b>	188,287
A non-interest promissory note payable from Lowell Street to NHHFA collateralized by a mortgage and security agreement on real estate. The note will be forgiven 1/15th annually over the low-income housing tax credit compliance period. During 2014 and 2013, \$131,267 was recognized as other income in the consolidated statement of activities.	<b>1,509,565</b>	1,640,832
A mortgage note payable from Dover to NHHFA, collateralized by the real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	<b>221,428</b>	225,000
A non-interest mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce St. The note has a borrowing limit of \$500,000. As costs are incurred Housing Benefits will be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow or \$5,000 are due by October 1 commencing October 1, 2015. The note is due in full by October 1, 2045.	<b>63,283</b>	-
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$1,921 include principal and interest at 3.41%. The note is due in full by April 2019.	<u><b>424,556</b></u>	<u>-</u>
	<b>10,126,275</b>	9,939,403
Less current portion	<u><b>187,323</b></u>	<u>258,051</u>
	<u><b>\$ 9,938,952</b></u>	<u>\$ 9,681,352</u>

Principal maturities of the above notes over the next five years and thereafter are as follows:

2015	\$ 187,323
2016	141,655
2017	143,682
2018	149,749
2019	645,646
Thereafter	<u>8,858,220</u>
	<u><b>\$ 10,126,275</b></u>

Cash paid for interest approximates interest expense.

# FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

## Notes to Consolidated Financial Statements

December 31, 2014

(With Comparative Totals for December 31, 2013)

### 6. Temporarily Restricted Net Assets

Temporarily restricted net assets are restricted for the following purposes:

	<u>2014</u>	<u>2013</u>
The Family Place - services	\$ 53,672	\$ 50,888
The Family Place - development	241,000	177,000
Research and training	26,333	19,551
Scholarships and tutoring	4,375	6,879
VISTA program	38,511	54,484
Housing programs	4,750	2,700
Direct care for clients	79,851	35,439
Community Gardens	71,222	-
Grant receivable - time restricted	-	25,000
	<u>\$ 519,714</u>	<u>\$ 371,941</u>

### 7. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

### 8. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$31,138 and \$32,692 during the years ended December 31, 2014 and 2013, respectively.

### 9. Housing Action New Hampshire

In 2011, the Organization entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. The Organization maintains the books and financial records for HANH in accordance with U.S. GAAP. HANH funds are presented in the Organization's consolidated statement of financial position as funds held as fiscal agent.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2014**

**(With Comparative Totals for December 31, 2013)**

**10. Noncontrolling Interest**

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows as of December 31:

<u>Limited Partner</u>	<u>Property</u>	<u>2014</u>	<u>2013</u>
Community Capital 2000 New Hampshire Housing Equity Fund, Inc.	Millyard II	\$ 1,000,929	\$ 1,080,482
JP Morgan Chase	Bicentennial	352,882	382,492
BCCC, Inc.	Bicentennial	352,985	382,589
Boston Capital Corporate	Family Bridge	10	10
BCCC, Inc.	Family Bridge	1,660,467	1,853,769
Boston Capital Midway	Family Willows	10	10
		<u>2,323,771</u>	<u>2,415,560</u>
		<u>\$ 5,691,054</u>	<u>\$ 6,114,912</u>

**11. Restatement of January 1, 2013 Net Assets**

The beginning 2013 unrestricted net assets has been restated to properly reflect property contributed to Housing Benefit's Dover Housing Project in a prior year. The effect of the restatement is as follows:

Unrestricted net assets - controlling interest, January 1, 2013 (as previously stated)	\$ 9,551,445
Amount of restatement to include property contributed in 2012	<u>280,700</u>
Unrestricted net assets - controlling interest, January 1, 2013 (restated)	9,832,145
Unrestricted net assets - noncontrolling interest, January 1, 2013	6,652,776
Temporarily restricted net assets, January 1, 2013	<u>217,807</u>
Total net assets, January 1, 2013 (restated)	<u>\$ 16,702,728</u>

The restatement had no effect on the previously reported change in net assets for 2013.

**12. Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 30, 2015, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements

**SUPPLEMENTARY INFORMATION**

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**Consolidating Statement of Financial Position**

December 31, 2014

**ASSETS**

	Families In Transition Unrestricted	Limited Partnerships	Housing Benefits	Family Outlets	Manchester Emergency Housing	Families in Transition Temporarily Restricted	Eliminations	Total
<b>Current assets</b>								
Cash and cash equivalents	\$ 230,524	\$ 68,581	\$ 44,897	\$ 124,642	\$ 7,677	\$ 519,714	\$ -	\$ 996,035
Funds held as fiscal agent	75,737	-	-	-	-	-	-	75,737
Accounts receivable	117,456	14,010	6,176	-	-	-	(97,659)	39,983
Grants receivable	275,758	-	4,058	-	2,994	-	-	282,810
Prepaid expenses	9,197	26,215	14,717	1,278	3,180	-	-	54,587
Accrued interest receivable on related party note	746,158	-	-	-	-	-	(746,158)	-
Reserve cash designated for properties	2,871	382,705	277,037	-	-	-	-	662,613
Due from related party	220,321	-	66,759	97,595	4,896	-	(381,361)	8,210
Other current assets	10,516	20,025	13,238	-	-	-	-	43,779
<b>Total current assets</b>	<u>1,688,538</u>	<u>511,536</u>	<u>426,882</u>	<u>223,515</u>	<u>18,747</u>	<u>519,714</u>	<u>(1,225,178)</u>	<u>2,163,754</u>
Replacement reserves	33,113	189,079	116,371	-	-	-	-	338,563
Related party notes receivable	1,725,799	-	-	-	-	-	(1,725,799)	-
Investments	10,661	-	-	-	-	-	-	10,661
Investment in related entities	1,196,347	-	25,051	-	-	-	(1,220,398)	1,000
Property and equipment, net	3,052,217	13,896,792	9,108,993	13,204	40,700	-	-	26,111,906
Development in process	190,815	-	70,132	-	-	-	-	260,947
Other assets, net	-	70,345	75,011	-	-	-	-	145,356
<b>Total assets</b>	<u>\$ 7,897,490</u>	<u>\$ 14,667,752</u>	<u>\$ 9,822,440</u>	<u>\$ 236,719</u>	<u>\$ 59,447</u>	<u>\$ 519,714</u>	<u>\$ (4,171,375)</u>	<u>\$ 29,032,187</u>

**LIABILITIES AND NET ASSETS**

<b>Current liabilities</b>								
Current portion of long-term debt	\$ 52,971	\$ 101,684	\$ 32,668	\$ -	\$ -	\$ -	\$ -	\$ 187,323
Accounts payable	85,751	152,339	34,785	6,421	1,942	-	(97,659)	183,579
Accrued expenses	103,316	595,568	188,252	13,997	4,831	-	(746,158)	159,806
Funds held as fiscal agent	75,737	-	-	-	-	-	-	75,737
Due to related entities	58,385	34,402	190,163	100,782	-	-	(381,361)	2,371
Deferred revenue	30,383	1,340	858	-	-	-	-	32,581
Security deposits	10,516	20,025	13,243	-	-	-	-	43,784
<b>Total current liabilities</b>	<u>417,059</u>	<u>905,358</u>	<u>459,969</u>	<u>121,200</u>	<u>6,773</u>	<u>-</u>	<u>(1,225,178)</u>	<u>685,181</u>
Long-term debt, less current portion	1,485,770	6,268,329	3,910,652	-	-	-	(1,725,799)	9,938,952
<b>Total liabilities</b>	<u>1,902,829</u>	<u>7,173,687</u>	<u>4,370,621</u>	<u>121,200</u>	<u>6,773</u>	<u>-</u>	<u>(2,950,977)</u>	<u>10,624,133</u>
<b>Net assets</b>								
Unrestricted - controlling interest	5,994,661	1,803,011	5,451,819	115,519	52,674	-	(1,220,398)	12,197,286
Unrestricted - noncontrolling interest	-	5,691,054	-	-	-	-	-	5,691,054
<b>Total unrestricted</b>	<u>5,994,661</u>	<u>7,494,065</u>	<u>5,451,819</u>	<u>115,519</u>	<u>52,674</u>	<u>-</u>	<u>(1,220,398)</u>	<u>17,888,340</u>
Temporarily restricted	-	-	-	-	-	519,714	-	519,714
<b>Total net assets</b>	<u>5,994,661</u>	<u>7,494,065</u>	<u>5,451,819</u>	<u>115,519</u>	<u>52,674</u>	<u>519,714</u>	<u>(1,220,398)</u>	<u>18,408,054</u>
<b>Total liabilities and net assets</b>	<u>\$ 7,897,490</u>	<u>\$ 14,667,752</u>	<u>\$ 9,822,440</u>	<u>\$ 236,719</u>	<u>\$ 59,447</u>	<u>\$ 519,714</u>	<u>\$ (4,171,375)</u>	<u>\$ 29,032,187</u>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2014

	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFitters	Manchester Emergency Housing	Eliminations	Unrestricted Total	Temporarily Restricted	Total
Revenue and support									
Federal, state and other grant support	\$ 2,169,710	\$ 64,807	\$ 506,734	\$ -	\$ 159,186	\$ (314,897)	\$ 2,585,540	\$ 283,408	\$ 2,868,948
Rental income, net of vacancies	295,911	965,137	490,308	-	2,260	(78,875)	1,674,741	-	1,674,741
Thrift store sales	-	-	-	724,911	-	-	724,911	-	724,911
Public support	113,645	-	-	3,021	-	-	116,666	-	116,666
Tax credit revenue	129,067	-	-	-	-	-	129,067	-	129,067
Special events	134,354	-	-	600	-	-	134,954	-	134,954
Property management fees	570,336	-	-	-	-	(570,336)	-	-	-
Developer fees	72,000	-	-	-	-	-	72,000	-	72,000
VISTA program revenue	93,474	-	-	-	-	-	93,474	-	93,474
Unrealized gains on investments	1,064	-	-	-	-	-	1,064	-	1,064
Loss on disposal of assets	-	(3,653)	-	-	-	-	(3,653)	-	(3,653)
Interest income	96,758	438	110	-	-	(67,770)	29,536	-	29,536
In-kind donations	24,040	-	1,850	-	-	-	25,890	-	25,890
Other income	367,656	22,249	157,737	4,295	1,420	(6,000)	547,357	-	547,357
Net assets released from restrictions	135,635	-	-	-	-	-	135,635	(135,635)	-
Total revenue and support	4,203,650	1,048,978	1,156,739	732,827	162,866	(1,037,878)	6,267,182	147,773	6,414,955
Expenses									
Program activities	3,261,921	1,472,843	1,060,320	699,216	165,765	(1,185,272)	5,474,793	-	5,474,793
Fundraising	432,998	-	-	-	-	-	432,998	-	432,998
Management and general	411,429	-	-	-	-	(122,806)	288,623	-	288,623
Total expenses	4,106,348	1,472,843	1,060,320	699,216	165,765	(1,308,078)	6,196,414	-	6,196,414
Excess (deficiency) of revenue and support over expenses	97,302	(423,865)	96,419	33,611	(2,899)	270,200	70,768	147,773	218,541
Contribution for long-term purposes	687,760	-	216,200	-	-	(216,200)	687,760	-	687,760
Change in net assets	\$ 785,062	\$ (423,865)	\$ 312,619	\$ 33,611	\$ (2,899)	\$ 54,000	\$ 758,528	\$ 147,773	\$ 906,301

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Functional Expenses

Year Ended December 31, 2014

	Program Activities							Management and General	Eliminations	Total
	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family Outlets	Manchester Emergency Housing	Program Activities Total	Fundraising			
Salaries and benefits	\$ 1,149,785	-	\$ 153,510	\$ 347,826	\$ 92,097	\$ 1,743,218	\$ 233,064	\$ 170,914	\$ -	\$ 2,147,196
Salaries and wages	-	-	-	5,777	1,425	7,202	-	-	-	7,202
Temporary labor	138,593	-	35,542	51,750	13,311	239,196	28,093	20,602	-	287,891
Employee benefits	93,347	-	10,554	27,714	6,665	138,280	18,922	13,876	-	171,078
Payroll taxes	-	-	-	-	-	-	-	-	-	-
Total salaries and benefits	<u>1,381,725</u>	-	<u>199,606</u>	<u>433,067</u>	<u>113,498</u>	<u>2,127,896</u>	<u>280,079</u>	<u>205,392</u>	-	<u>2,613,367</u>
Advertising	6,316	-	-	22,992	-	29,308	-	332	-	29,640
Amortization	-	6,744	6,524	-	-	13,268	-	-	-	13,268
Application and permit fees	-	960	1,440	-	-	2,400	-	-	-	2,400
Bad debts	-	4,470	10,871	-	-	15,341	-	-	-	15,341
Bank charges	-	645	96	10,137	-	10,878	-	3,739	-	14,617
Consultants	24,045	-	3,864	1,322	1,102	30,333	2,250	-	-	32,583
Depreciation	104,545	483,500	254,034	2,214	4,784	849,077	21,192	15,541	-	885,810
Events	-	-	1,262	2,932	-	4,194	42,725	-	-	46,919
General insurance	39,681	40,629	28,943	4,331	5,806	119,390	8,043	5,899	-	133,332
Interest expense	67,717	135,176	44,029	-	-	246,922	-	-	(67,770)	179,152
Management fees	84,156	241,973	243,976	-	15,420	585,525	-	-	(550,336)	35,189
Meals and entertainment	2,908	-	-	-	60	2,968	590	432	-	3,990
Membership dues	4,597	-	-	575	-	5,172	932	683	-	6,787
Office supplies	81,137	4,457	6,190	9,057	120	100,961	16,447	12,061	-	129,469
Participant expenses	42,340	-	1,193	150	275	43,958	-	-	-	43,958
Postage	5,487	-	-	586	-	6,073	1,112	816	-	8,001
Printing	11,669	-	-	437	807	12,913	2,365	1,735	-	17,013
Professional fees	42,032	28,890	32,001	6,000	-	108,923	8,520	6,248	-	123,691
Related entity expenditures	559,793	-	(135,323)	60,000	-	484,470	-	106,627	(591,097)	-
Rent	-	-	-	62,696	-	62,696	-	16,179	(78,875)	-
Rental subsidies	251,347	171,739	141,865	31,065	-	251,347	-	-	-	251,347
Repairs and maintenance	52,659	-	-	-	8,557	405,885	10,674	7,828	(20,000)	404,387
Staff development	8,792	-	-	-	-	8,792	1,782	1,307	-	11,881
Taxes	49,504	119,994	91,364	2,857	-	263,719	-	-	-	263,719
Technology support	42,508	788	125	1,125	-	44,546	8,617	6,319	-	59,482
Telephone	38,561	744	5,301	5,443	2,461	52,510	7,817	5,732	-	66,059
Travel	36,753	-	-	7,089	20	43,862	7,450	5,463	-	56,775
Utilities	22,010	229,974	115,679	27,621	8,658	403,942	4,462	3,272	-	411,676
VISTA program	262,463	2,160	-	-	-	264,623	-	-	-	264,623
Workers' compensation	39,176	-	7,280	7,520	4,197	58,173	7,941	5,824	-	71,938
Total expenses	<u>\$ 3,261,921</u>	<u>\$ 1,472,843</u>	<u>\$ 1,060,320</u>	<u>\$ 699,216</u>	<u>\$ 165,765</u>	<u>\$ 6,660,065</u>	<u>\$ 432,998</u>	<u>\$ 411,429</u>	<u>\$ (1,308,078)</u>	<u>\$ 6,196,414</u>





**Families in Transition  
Board of Directors**



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FAMILIES IN TRANSITION

**Board of Directors**

Dick Anagnost, Chairperson  
*President, Anagnost Companies*  
Board member since 2007

Charla Bizios Stevens, Vice Chairperson  
*Director, Litigation Department and Chair of Employment Law Practice Group  
McLane, Graf, Raulerson & Middleton, P.A.*  
Board member since 2013

Deborah Brann, Treasurer  
*Controller, St. Paul's School*  
Board member since 2011

Colleen Cone, Secretary  
*VP, Talent & Culture, DYN*  
Board member since 2014

Karyn O'Neil  
*Senior Vice President, Citizens Bank*  
Board member since 2003

Susan Grodman,  
*Director of Enrollment & Global Program, The Derryfield School*  
Board member since 2007

Trevor Arp,  
*VP of Product Management, Comcast*  
Board member since 2008

Rev. Gayle Murphy  
*Reverend, Northwood Congregational Church, UCC*  
Board member since 2008

Eric Demaree  
*President, Carpet One Floor & Home Division, CCA Global Partners*  
Board member since 2012

Tracie Sponenberg  
*Senior Vice President Human Resources, The Granite Group*  
Board member since 2013

Alison Hutcheson  
*Manager of Sales, Merchants Fleet Management*  
Board member since 2014

Kristy Merrill  
*Chief of Staff, New Hampshire Senate*  
Board member since 2014

Angela M. Whitcher  
*Assistant Vice President, Field Development,  
Lincoln Financial Group*  
Board member since 2014

Kitten Stearns  
*Realtor, Coldwell Banker Residential Brokerage*  
Board member since 2014

Sedra Michaelson  
*Strategic Account Manager, CCH, a Wolters Kluwer Business*  
Board member since 2015

Peter Mennis  
NBT Bank, NA – VP  
Board member since 2015

Mary Ann Aldrich  
Dartmouth Hitchcock- Director of Clinical Operations  
Board member since 2015

Alex Anagnost  
Anagnost Comp Mgr. of Public Relations & Philanthropy  
Board member since 2015

Robert Bartley  
Bartley Financial Advisor  
Board member since 2015

Kriss Blevens  
Kriss Cosmetics, Owner  
Board member since 2015

## KAREN L. FRARIE, LICSW, MLADC



### EDUCATION

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#### **Master of Social Work, 2010**

University of New Hampshire, Durham, NH

#### **Bachelor of Science, Behavioral Science, 1999**

University of New Hampshire, Durham, NH

### CLINICAL EXPERIENCE

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#### **Therapist, Intensive Outpatient Program, Substance Use Treatment Program**

FAMILIES IN TRANSITION FAMILY WILLOWS RECOVERY PROGRAM, Manchester, NH  
October, 2013 - current

Provide individual and group counseling, assessments, treatment planning, and crisis intervention for clients participating in a co-occurring intensive outpatient program for women. Collaborate with interdisciplinary team members and community members. Participate in individual supervision and facilitate clinical group supervision. Facilitate appropriate community referrals. Maintain complete and accurate clinical documentation using electronic medical records. Provide clinical supervision for graduate level social work interns.

#### **Therapist, Adult Services Program**

COMMUNITY PARTNERS, Rochester, NH, December 2010 - September, 2013

Provide full range of therapeutic services, interventions, and treatment planning for individual clients ranging in age from 18-70. Responsible for assessments, diagnosis, resource referral, advocacy, and crisis intervention. Collaborate with interdisciplinary team and community members. Participate in individual and group clinical supervision. Coordinate appropriate community-based referrals. Maintain complete and accurate clinical documentation using electronic medical records.

#### **Therapist, University Counseling Center (temporary, fee-for-service, position)**

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH, March - May, 2013 (temporary position)

Provided psychosocial assessments, clinical therapeutic services, interventions, and treatment planning for undergraduate and graduate university students, ranging in age from 17-25. Maintained ethical and appropriate clinical documentation utilizing an electronic documentation system. Planned and facilitated appropriate resource referrals. Collaborated with multidisciplinary team members. Participated in individual clinical supervision.

**Therapist, Youth and Family Services; Adult Services Program, Advanced Clinical Internship**  
COMMUNITY PARTNERS, Dover, NH, 2009 - 2010

Provided individual and family therapy for clients participating in the Youth and Family Services program. Provided therapeutic services for adults ranging in age from 18-70 in the Adult Outpatient Program. Provided clinical assessments, diagnosis, and treatment planning. Coordinated appropriate community-based referrals. Maintained complete and accurate clinical documentation using electronic medical records. Collaborated with interdisciplinary team members. Participated in individual and group clinical supervision.

**Medical Social Worker, Clinical Internship**

CONCORD REGIONAL VNA & HOSPICE, Concord, NH, 2007 - 2008

Provided supportive counseling for terminally ill clients and their families at an inpatient hospice house and in a community-based environment. Provided follow-up grief and bereavement outreach and counseling. Planned and facilitated a bereavement support group. Completed bio-psycho-social assessments. Case management to coordinate financial, resource, funeral and discharge planning. Developed a suicide awareness training program for hospice staff and volunteers. Participated in community outreach presentations. Participated in interdisciplinary team meetings, monthly in-service training seminars, and individual and group supervision.

**ADMINISTRATIVE AND TEACHING EXPERIENCE**

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**Adjunct Faculty, SW 880, SW 881, SW 982: Graduate Social Work Field Seminars**

UNIVERSITY OF NEW HAMPSHIRE, Department of Social Work, August 2011 - current

Develop, coordinate, implement, and facilitate weekly lectures, assignments, and classroom exercises for first and second year MSW graduate students. Evaluate, review, and provide written feedback on all student assignments (process recordings, journals, academic papers).

**Administrative Assistant III**

UNIVERSITY OF NEW HAMPSHIRE, Department of Social Work, August 1994 - current

Coordinate the administrative functioning and support of an academic department comprised of seventeen faculty members and over one hundred undergraduate and graduate students at a public university. Collaborate with various academic and administrative departments to coordinate academic course scheduling. Coordinate and participate in social work continuing education programs. Facilitate appropriate referrals for community and university members. Evaluate and review admissions applications for potential MSW students. Problem-solve, coach, advise and support faculty, administrators and students. Hire, train, supervise and evaluate student office assistants.

**Assistant MSW Field Coordinator (Interim position)**

UNIVERSITY OF NEW HAMPSHIRE, Department of Social Work, January–August 2011

Collaborated with state-wide community agencies to develop educational field internship settings for first year graduate social work students. Coordinated and facilitated the placement of 42 first year MSW students in appropriate field education settings. Coordinated and facilitated the placement of 5 dual degree (MSW and Kinesiology/Outdoor Education) students in appropriate field education settings. Reviewed field applications and student resumes to identify appropriate learning needs. Facilitated the development of professional resumes and interviewing techniques for graduate student applicants.

LICENSE AND PROFESSIONAL MEMBERSHIPS

Licensed Independent Clinical Social Worker,

License #1813, expiration: 11/06/2016

State of New Hampshire, Board of Mental Health Practice

Licensed Certified Social Worker (LCSW), Commonwealth of Massachusetts,

License number: 218854

Licensed Master Alcohol and Drug Counselor,

License # 0945, expiration date 02/12/17

Board of Licensing for Alcohol & Other Drug Use Professionals,  
State of New Hampshire

National Association of Social Workers,

Membership number: 886469644

The National Association for Addiction Professionals (NAADAC),

Membership number: 128532

Mary Curtis



History

The Provider Enterprise Inc  
PO Box 172  
Fremont, NH 03044  
(603)-895-9664  
Supervisor: Lisa Dube  
Time at job: September 2003 - June 2013  
Job: Bus Driver, Monitor

STS Transportation  
963 Hanover St.  
Manchester NH 03104  
(603)-935-7808  
Supervisor: Moreen Lovering  
Time at job: August 2000 - June 2003  
Job: Bus Driver

Derry Headstart  
Hamstead Rd.  
Derry NH 03038  
(Business moved from address listed)  
Time at job: September 1984 - June 1998  
Job: Bus Driver, Group Trip Supervisor, Volunteer

Licenses

NH State Drivers License Exp. 2015, Held since 1974  
NH State SBC - Exp. 2015, Held Since 2000

*started work for Families in transition in the year of Aug 2013*

References *to present*



# Meghan E. Shea

## OBJECTIVE

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Utilize the skills have I attained from my academic and professional training to secure a position providing therapeutic services to individuals and families in need.

## EDUCATION

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- Licensed Independent Clinical Social Worker** **October 2012**
- Master Licensed Alcohol and Drug Counselor** **September 2010**
- Master of Social Work, University of New Hampshire** **May 2010**
- Graduate May 2010 with an MSW from the Advanced Standing Program
  - Special topic course include: Individual and Family Therapy
- Bachelor of Art, Social Work, University of New Hampshire** **May 2006**
- GPA 3.37 – cum laude
  - Special topic courses include: Numerous courses on Substance Use and Family Therapy

## WORK EXPERIENCE

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### **Program Manager**

**Families in Transition: Family Willows Substance Use and Trauma Treatment Center**  
**August 2013 to Present**

- Provide clinical oversight of intensive outpatient program staff.
- Management of quality treatment and outcomes
- Oversight of electronic health record and appropriate documentation
- Maintain ethical and confidential programming
- Oversight of program revenue and marketing for treatment program
- Provide clinical supervision to clinical and program staff.
- Transition program from grant funded to third party billing.

### **Therapist**

**Bedford Family Therapy**

**January 2013 to Present**

- Provide individual, couples and family therapy utilizing models and best practices.
- Participate in weekly clinical staff meetings to address issues and collaborate regarding mutual clients.
- Facilitate alcohol and drug assessments.

### **Clinician**

**May 2010 to Present**

**Families in Transition: Family Willows Substance Abuse and Trauma Treatment Center**

- Provide individual therapy utilizing models and best practices.
- Facilitate daily therapeutic groups in an Intensive Outpatient Program utilizing the Seeking Safety Curriculum, Living in Balance, Dialectical Behavioral Therapy, TCU mapping and the Matrix Model.
- Participate in weekly clinical staff team meetings and weekly LADC peer group to address issues and collaborate regarding mutual participants.
- Facilitate therapeutic assessment and alcohol and drug assessment for incoming participants using the GAIN and ASI assessments.
- Supervisor of associate, bachelor and master level social work and community mental health students.



- Provided appropriate interventions for 24 hour emergency on-call services.
- Facilitate therapeutic assessments

**Treatment Coordinator  
Families in Transition**

**June 2006 to May 2010**

- Provided case management and support services to homeless families and individuals
- Facilitated groups on budgeting, organization and self improvement skills
- Researched and coordinated referrals to community agencies
- Provided appropriate interventions for 24 hour emergency on-call services
- Participate in weekly supervision for LADC licensure

**MSW Intern**

**May 2009 to May 2010**

**Bedford Counseling – Mental Health Center of Greater Manchester**

- Conduct intake interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis
- Provide therapeutic intervention services to twenty-two individuals using client specific therapeutic interventions
- Attend therapeutic workshops pertaining to dual-diagnosis, behavioral health and client driven treatment planning

**INTERESTS AND ACTIVITIES**

**NH Providers Association- Board Member**

**July 2014 -Present**

**Participant of the Homeless Health Care Advisory Board**

**June 2012 – December 2014**

**CONNECT Suicide Prevention and Postvention Facilitator**

**June 2011 – Present**

**Volunteer Varsity Field Hockey Coach**

**August 2002 to 2009**

**Manchester Central High School - Manchester, New Hampshire**

- Coach high school girls in field hockey skills
- Facilitate group discussions, encourage participation, and instruct field hockey workouts and play strategies

REFERENCES – AVAILABLE UPON REQUEST

# Melissa LaPlace



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## Areas of Specialty:

- NH LADC
- CPI Certified (Crisis Prevention Intervention)
- Substance Abuse & co-occurring disorders
- Domestic Violence/Sexual Assault/Trauma Services
- Group/Individual Therapy Facilitation
- Teamwork/ Communication
- Effective Leadership
- Organization and Documentation Skills
- NH Notary of the Public

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## Education:

**Graduate Program: Community Mental Health**  
*Southern New Hampshire University*

*September 2010- January 2011*

**Bachelor of Arts in Psychology**  
*University of New Hampshire*

*September, 2007 - September, 2010*

**University of Nevada, Las Vegas**  
Major: Psychology

*August, 2003 - May, 2006*

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## Experience:

**Families in Transition-Family Willows**  
**Intake Coordinator**

**September 2014- Current**

- Completes LADC evaluations (up to 15 per week) using the DENS ASI at the office and at the Hillsboro Correctional Facility.
- Facilitate Group Therapy for a co-occurring intensive outpatient program that specializes in trauma informed services.
- Treatment Coordination for a designated case load of high risk clients.
- Outreach coordinating with other community agencies by attending city collaboration meetings, college organized events, and NH provider's conferences.
- Completed clinical evaluations with Insurance providers to get prior authorization and concurrent reviews to cover substance use disorder services.

**Merrimack River Medical Service**  
**Substance Abuse Clinician**

**April 2014-June 2014**

- Intake Services using a biopsychosocial recovery tool to complete assessment and coordinate treatment.
- Caseload of 50+ Patients
- Arranged Guest Dosing and other transition of services with other community and national providers.
- Thorough documentation of all encounters with clients, in addition to reviewing multiple reports regarding treatment progression, evaluations, and the coordination of services.

**Habit OPCO**  
**Substance Abuse Clinician**

**July 2010-April 2014**

- Responsible for individual counseling for personal caseload of up to 80+ patients.
- Manage/Facilitate multiple (up to 6/weekly) support groups and family counseling sessions.
- Thorough documentation of client's progress during treatment through progress notes, treatment plans; semi- annual evaluations
- Management of client's dosage with intentions to stabilize and progress to an illicit-free life style.

**YWCA NH- "Emily's Place"- Confidential Shelter  
Substance Abuse Coordinator & Crisis Counselor**

**January 2010- July 2010**

- Trained as a crisis direct service advocate; have confidentiality as stated in NH statute 173-c; over 725 direct service crisis intervention hours;
- Manage/facilitate specialized group & individual evidence based curriculum & support groups;
- Responsible for all documentation of client's progress while in shelter; social, personal, vocational, and educational development and adjustment.
- Community Liaison in inner city environment for clients to provide a holistic approach to recovery; community partners include; local law enforcement, DCYF and community-12 step programs.

**NH Department of Corrections- State Prison for Women**

**Substance Abuse Case Manager**

**September 2009- January 2010**

- Coordinated and provided evidence-based substance abuse prevention & treatment counseling with incarcerated females;
- Implemented 28 day program to incarcerated females & analyzed pre & post evaluations for successful program measurements & outcomes.
- Provided case management for incarcerated females duties included; intake evaluations, relapse prevention groups, team member of Substance Abuse Services (SAS), coordinated Shea farm (halfway house) re-entry services & created housing manual.

**Hillcrest Terrace- Goffstown, NH**

**Community Events Volunteer**

**September 2009- May 2009**

- Built and maintained key community relationships with community partners;
- Demonstrated organizational and time management skills;
- Facilitated group & individualized activities for clients.

**Bertucci's Italian Restaurant- Manchester, NH**

**Shift Supervisor, Bartender, Waitress**

**June 2006- August 2011**

- Exceptional analytical and statistical knowledge using general mathematical skills;
- Train service staff to enhance customer service and increase profits through suggestive selling;

**Accomplishments:**

- Current NH License Alcohol and Drug Counselor (License Valid until 2/12/17).
  - Crisis Prevention Intervention Certified (Certificate Valid until 10/25/16).
  - Some Graduate work at Southern New Hampshire University 2010-2011 for the Community Mental Health Program.
  - Implemented the "Recovery Zone at Emily's Place- Confidential DV Shelter.
  - Women's Leadership Training Institute; "Re-teaching effective leadership to women in recovery."
  - Trained in Lethality Assessment Program through Manchester, NH Police Department.
  - Attended multiple trainings regarding trauma, co-occurring and substance use disorders.
  - Undergraduate Research Conference; 2009.
  - Dean's List UNH: 2008, 2009, and 2010.
  - 100+ words per minute typing ability
  - Worked with multiple computer programs (SMART, WITS, MICROS, QUICKBOOKS)
  - Efficient in Microsoft Outlook, Word, Excel, Power point
  - NH Notary of the Public (Valid 10/21/2015)
-

PATRICIA M BARRETT MA, MLADC

**PROFILE:** Dynamic, results-oriented professional with diverse experience with substance abuse and mental health services/counseling both individual and group. Ability to complete complex assignments with limited instruction or supervision. Excellent communication, organizational, and problem-solving skills. Ability to work productively both independently or as part of a cooperative team. Experience working with co-occurring disorder clients.

**CAREER:**

Currently, Treatment Coordinator for a Caseload of up to 30 Women with co-occurring Substance Use Disorder and Post-Traumatic Stress Disorder. Duties involve Individual Case Management and Group Facilitation.

**HIGHLIGHTS:**

**History**

Recently worked as a Substance Abuse counselor in the Men's Unit of a 28-day Residential Treatment Program. Responsibilities were intake, assessment, individual and group counseling, didactic groups, discharge planning. This job ended on 3/24/2014.

Until April 2013, Counseling and case management for a caseload of 80 patients, men and women, at a methadone outpatient treatment facility for the opiate-addicted, more than 50% suffer from co-occurring disorder. Methods used Motivational Interviewing and CBT plus Addictions Education using 12-Step Principles and Relapse Prevention. Responsibilities included, but were not limited to, screening, intake, assessment, education, treatment planning, case management, discharge planning,, and referrals, facilitating 5 groups per week, both Psychoeducational and Therapy groups. Created and currently facilitate support groups designed to meet the needs of people served e.g. CARE group (Cocaine Addiction Recovery Education), Grief Group, Women's Groups, Nurturing Families Group.

Managed caseload of up to 25 clients in a Cocaine Research Project for the Federal Government (NIDA)

Worked with at-risk clients, single parents, families, children, students, and consumers with co-occurring disorders.

Helped coordinate special functions

Worked to attain goal plans and improve social skills and motivational levels.

Assisted clients/patients in obtaining appropriate benefits, support services, employment, and permanent housing through a wide range of human services programs and agencies.

Taught both High School and College Chemistry, Physics and other Sciences, and Mathematics which lends strength to Group Psychoeducation and Facilitation.

**EXPERIENCE:**

Masters Licensed Case Manager, Title: Treatment Coordinator

FAMILIES IN TRANSITION, FAMILY WILLOWS IOP Manchester, NH (June 2014-present)

Masters Licensed Clinician, Title: Substance Abuse Counselor

EASTER SEALS FARNUM CENTER, Manchester, NH (2013-2014)

Masters Level Clinician, Title: Associate Senior Clinician

HABIT OPCO, INC., Manchester, NH (2002 to 2013)

Substance Abuse Counselor per diem

BROOKSIDE HOSPITAL, Merrimack, NH

Substance Abuse Counselor

NATIONAL INSTITUTE FOR DRUG ABUSE, COCAINE RESEARCH PROJECT

Instructor

RIVIER COLLEGE, Nashua, NH

Teacher

MOUNT SAINT MARY SEMINARY, Nashua, NH

**EDUCATION:**

M.A. in Counseling Psychology (specialties in Substance Abuse and Holistic Therapy)

ANTIOCH UNIVERSITY NEW ENGLAND. Keene, NH

B.A. in Chemistry (minors Mathematics and Secondary Education)

RIVIER COLLEGE, Nashua, NH

**Masters Licensed Alcohol and Drug Abuse Counselor** Licensed in the state of NH and reciprocal Internationally through IC&RC:

## Stephanie Allain Savard, LICSW



### **Licensure and Education:**

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000.
- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.
- Boston University Workshop-Based Trauma Certificate, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

### **Professional Experience:**

*Vice-President, Families in Transition, Manchester, NH, 1/97 – Present.*

- Oversight of clinical department and all supportive services programming within agency, including case management, therapeutic services, employment & training services, youth programming and specialized programming. Oversee and manage treatment and supportive services for a program capacity of 150+ homeless families and individuals to ensure that consistent and quality clinical services are provided. Oversight of 135+ units of affordable housing to ensure quality and safe housing for all tenants.
- Provide administrative and clinical supervision to all licensed clinicians, masters and bachelor level clinician & case managers. Provide oversight to the Property Administration Department, including management of all funding requirements for each property, including Low Income Housing Tax Credits, HOME, Housing and Urban Development, CDBG, etc.
- Assumes responsibilities and decision-making for agency in the absence of the President. Assist President on personnel issues and in oversight of agency and strategic planning.
- Provide therapeutic services to participants of program, including participation in participant team meetings. Co-facilitate support groups on various issues, including self-esteem, co-dependency, Relational/Cultural Theory, trauma and relationships.
- Families in Transition Board of Directors Programs and Supportive Services Committee Member and assist in Board of Director meetings.
- Member of the Manchester Continuum of Care, 10/00 – Present; Community Awareness Committee Chair 2003/2004; 2006 – Present.

*Counselor/Family Service Worker, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.*

- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.
- Supervised all shifts and summer activity program; Conducted family assessments and counseling.

*MSW Clinical Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.*

- Provided assessments, individual and group therapy to homeless substance abusers in early recovery.
- Developed a resource manual of services for client referral and assisted in creating a program brochure.

*MSW Clinical Caseworker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.*

- Provided case management, counseling, and crisis intervention to consumers with psychiatric disabilities in a vocational rehabilitation workshop. Developed and co-facilitated support groups.
- Developed and facilitated a pre-employment program for consumers transitioning into community work.

*VISTA Volunteer, Center for Human Services, Seattle, WA, 1992-1993.*

- Developed, recruited, and supervised a volunteer program for multiple programs and departments.
- Diversity Committee Member; Assisted in agency fundraising and grant writing; designed and marketed public relation materials; assisted in coordinating Board of Directors and chairing Board committees.

**Professional Affiliations and Volunteer Experience:**

- Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004 - Present.
- Board of Directors of the NH Coalition to End Homelessness, 12/00 - 2002.

**Awards & Professional Memberships:**

- National Association of Social Workers, Member 1996-Present; NH Chapter Board of Directors, Vice-President 2006 – Present.
- Union Leader and Business Industry Association “40 Under 40” Leaders of New Hampshire, 2004
- NH Homeless Service Providers Award, Office of Homeless and Housing Services, 2003.

Contractor Name: Families in Transition

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jennifer Mellor	Recovery Support Worker	38,376	100%	38,376
Karen Frarie	Therapist	55,100	100%	55,100
Mary Curtis	Bus Driver	5,330	50%	2,665
Meghan Shea	Clinical & Supportive Services Manager	69,670	100%	69,670
Melissa LaPlace	Intake Coordinator	33,500	100%	33,500
Patricia Barrett	Treatment Coordinator	43,000	100%	43,000
Stephanie Savard	COO	131,329	5%	6,566





State of New Hampshire  
Department of Health and Human Services  
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #101) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), by Governor and Executive Council, and (Amendment #4 to the Contract) approved on June 4, 2015 by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$1,183,855.
3. Add Exhibit A-1, Scope of Services
4. Delete in its entirety Exhibit B Amendment #3, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7/24/15  
Date

Kathleen Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Families in Transition

July 21, 2015  
Date

Maureen Beauregard  
NAME Maureen Beauregard  
TITLE President

Acknowledgement:

State of NH, County of Hillsborough on 7/21/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Ruth Syrek  
Name and Title of Notary or Justice of the Peace

RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018

Ruth Syrek  
Admin Asst.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/3/15  
Date

[Signature]  
Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;



Exhibit A-1

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.



## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

#### **A. Funding for Exhibit A, Amendment #3**

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$166,265.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

#### **B. Funding for Exhibit A-1, Scope of Services**

From the effective date of Amendment #5 through September 30, 2015, the State shall pay the Contractor an amount not to exceed \$20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with funding requirements.

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the



rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
<b>Contractor's Services</b>	<b>Substance Use Disorder Treatment and Recovery Services</b>	<b>DHHS Established Rate</b>	<b>Service Limit</b>
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
X	Enhanced Services	Cost Reimbursement	Up to the Budget Amount in Exhibit B-3****



\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

\*\*\*\* Payment for Enhanced Services will be made on cost reimbursement basis and in accordance with Exhibit B-3. The Contractor will submit an invoice by the 15<sup>th</sup> of the month for actual expenses incurred in the prior month. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations. The Contractor will provide supporting documentation to support evidence of actual expenditures. For Vehicle Expense, the Contractor will provide the Department for approval within 10 days of the effective date of the contract, a loan payment schedule. Total payments to the Contractor will not exceed the total of the Contractor's loan invoices. The Contractor will submit copies of their loan invoices each month.

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

### III. Performance Incentives:

#### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post





discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.



**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation,



can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

**IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services**

- A. Payment for said services shall be made as follows:
- i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
  - ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.  
The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
- C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved project, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked, and amounts being billed for the specific project.
- D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

# CERTIFICATE OF VOTE

I, Dick Anagnost, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families in Transition.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 21, 2015:  
(Date)

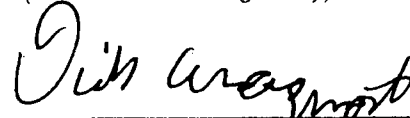
**RESOLVED:** That the President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21 day of July, 2015.  
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

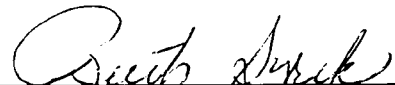
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21 day of July, 2015.

By Dick Anagnost  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**RUTH A. SYREK, Notary Public**  
My Commission Expires October 16, 2018

Commission Expires: \_\_\_\_\_



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated May 19, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #101) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) pending Governor and Executive Council approval, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit B Paragraph VI that reads, notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council approval.

WHEREAS, the State and the Contractor agree to adjust the budget in State Fiscal Year 2015, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Delete in its entirety Exhibit B-2 Amendment #2 and replace with Exhibit B-2 Amendment #3.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/2/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Families in Transition

May 29, 2015  
Date

Maureen Beauregard  
NAME Maureen Beauregard  
TITLE President

Acknowledgement:

State of NH, County of Hillsborough on May 29, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Ruth Syrek  
Name and Title of Notary or Justice of the Peace

Ruth Syrek  
Admin Asst.

RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/15  
Date

[Signature]  
Name: Megan A. Kelly  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: Families in Transition

Substance Use Disorder Treatment Enhanced Services -  
Budget Request for: Childcare and Transportation Services  
(Name of RFP)

Budget Period: July 1, 2014 - June 30, 2015

1. Total Salary/Wages	\$ 32,640.00	\$ -	\$ 32,640.00
2. Employee Benefits	\$ 8,790.00	\$ -	\$ 8,790.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ 300.00	\$ -	\$ 300.00
Repair and Maintenance	\$ 300.00	\$ -	\$ 300.00
Purchase/Depreciation (computer)	\$ 900.00	\$ -	\$ 900.00
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 500.00	\$ -	\$ 500.00
7. Occupancy	\$ 3,000.00	\$ -	\$ 3,000.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 360.00	\$ -	\$ 360.00
Postage	\$ 300.00	\$ -	\$ 300.00
Subscriptions	\$ 150.00	\$ -	\$ 150.00
Audit and Legal	\$ 500.00	\$ -	\$ 500.00
Insurance	\$ 420.00	\$ -	\$ 420.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ 500.00	\$ -	\$ 500.00
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 780.00	\$ -	\$ 780.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (Vehicle):	\$ 0.00	\$ -	\$ -
Vehicle Expenses: (gas, loan, maintenance, registration)	\$ 9,840.00	\$ -	\$ 9,840.00
		\$ -	\$ -
		\$ -	\$ -
<b>TOTAL</b>	<b>\$ 60,280.00</b>	<b>\$ -</b>	<b>\$ 60,280.00</b>

Indirect As A Percent of Direct

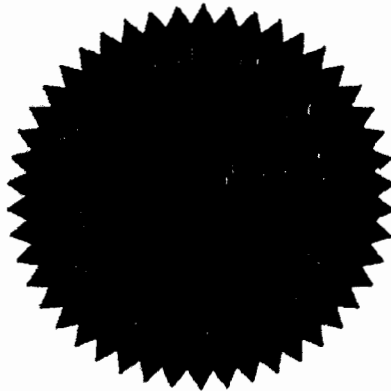
0.0%



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27<sup>th</sup> day of May A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, Dick Anagnost, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families in Transition  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on May 29, 2015  
(Date)

**RESOLVED:** That the President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 29 day of May, 2015.  
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Agency.

Dick Anagnost  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 29 day of May, 2015.

By Dick Anagnost  
(Name of Elected Officer of the Agency)

Ruth Syrek  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_  
RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018

Client#: 53565

FAMIL6

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Davis Towle Morrill & Everett, 115 Airport Road, P O Box 1260, Concord, NH 03302-1260. CONTACT NAME: [Blank], PHONE (A/C, No, Ext): 603 225-6611, FAX (A/C, No): 603-225-7935. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Co., INSURER B: AmTrust North America, Inc., INSURER C: [Blank], INSURER D: [Blank], INSURER E: [Blank], INSURER F: [Blank].

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (PHPK1272568), A AUTOMOBILE LIABILITY (PHPK1272568), A UMBRELLA LIAB (PHUB484416), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WWC3115830).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
\*\*\*Workers Compensation\*\*\*
3A State: NH

CERTIFICATE HOLDER: State of New Hampshire, Department of Health and Human Services, Bureau of Homeless and Housing, 129 Pleasant St, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 19, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #101) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$1,163,855.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.
8. Add Exhibit B-3



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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9. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.
10. Add Exhibit C-1, Revisions To General Provisions.
11. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
12. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
13. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
14. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
15. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/2/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Families in Transition

May 29, 2015  
Date

Maureen Beauregard  
NAME Maureen Beauregard  
TITLE President

Acknowledgement:

State of NH, County of Hillsborough on May 29, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Ruth Syrek  
Name and Title of Notary or Justice of the Peace

RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018

Ruth Syrek  
Admin Asst.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

6/4/15  
Date

OFFICE OF THE ATTORNEY GENERAL

[Signature]  
Name: [Signature]  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #3

Scope of Services

**A. Population Served**

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

**B. Required Treatment Services**

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

<b>Service Table</b>	
<b>Required Services</b>	<b>Treatment Services</b>
	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b>                      Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b>                      Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>





Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</b> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</b> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</p>
	<p><b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</b> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
X	<p><b>Recovery Support Services:</b>                      Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHPPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.                      Types of Recovery Support Services are listed below:</p>
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
X	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><b>Recovery Support Services</b> as identified above provided to pregnant &amp; parenting women.</p>

**C. Required Provisions for Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



**Exhibit A Amendment #3**

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Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care



**Exhibit A Amendment #3**

3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. **Medication Assisted Treatment with Buprenorphine eligibility:** Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

***Sliding Fee Scale:***

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.





**Exhibit A Amendment #3**

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

***Evaluation:***

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

- Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
  4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
  5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
  6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



**Exhibit A Amendment #3**

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hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.



## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$ \$166,265.00 as follows:

- 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 0% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 0% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
<b>Contractor's Services</b>	<b>Substance Use Disorder Treatment and Recovery Services</b>	<b>DHHS Established Rate</b>	<b>Service Limit</b>
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
X	Enhanced Services	Cost Reimbursement	Up to the Budget Amount in Exhibit B-3****

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.



\*\*\* A unit is equal to 15 minutes of service

\*\*\*\* Payment for Enhanced Services will be made on cost reimbursement basis and in accordance with Exhibit B-3. The Contractor will submit an invoice by the 15<sup>th</sup> of the month for actual expenses incurred in the prior month. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations. The Contractor will provide supporting documentation to support evidence of actual expenditures. For Vehicle Expense, the Contractor will provide the Department for approval within 10 days of the effective date of the contract, a loan payment schedule. Total payments to the Contractor will not exceed the total of the Contractor's loan invoices. The Contractor will submit copies of their loan invoices each month.

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.



- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health

*ABD*



Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: Families in Transition

Substance Use Disorder Treatment Enhanced Services -  
Budget Request for: Childcare and Transportation Services  
Name of Program

Budget Period: July 1, 2015 to December 31, 2015

Line Item	Direct	Indirect	Total	Allowance Method for Indirect Costs
1. Total Salary/Wages	\$ 16,320.00	\$ -	\$ 16,320.00	
2. Employee Benefits	\$ 4,395.00	\$ -	\$ 4,395.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 150.00	\$ -	\$ 150.00	
Repair and Maintenance	\$ 150.00	\$ -	\$ 150.00	
Purchase/Depreciation (computer)	\$ 450.00	\$ -	\$ 450.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 250.00	\$ -	\$ 250.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 250.00	\$ -	\$ 250.00	
6. Travel	\$ 250.00	\$ -	\$ 250.00	
7. Occupancy	\$ 1,500.00	\$ -	\$ 1,500.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 180.00	\$ -	\$ 180.00	
Postage	\$ 150.00	\$ -	\$ 150.00	
Subscriptions	\$ 75.00	\$ -	\$ 75.00	
Audit and Legal	\$ 250.00	\$ -	\$ 250.00	
Insurance	\$ 210.00	\$ -	\$ 210.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 250.00	\$ -	\$ 250.00	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 390.00	\$ -	\$ 390.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (Vehicle):	\$ 0.00	\$ -	\$ -	
Vehicle Expenses: (gas, loan, maintenance, registration)	\$ 4,920.00	\$ -	\$ 4,920.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 30,140.00</b>	<b>\$ -</b>	<b>\$ 30,140.00</b>	

Indirect As A Percent of Direct

0.0%



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$5,000,000.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D Amendment #1



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: Families in Transition

May 29, 2015  
Date

Maureen Beauregard  
Name: Maureen Beauregard  
Title: President



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Families in Transition

May 29, 2015  
Date

Maureen Beauregard  
Name: Maureen Beauregard  
Title: President



Exhibit F Amendment #1

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

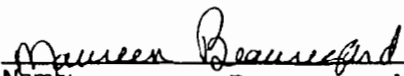
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Families in Transition

May 29, 2015  
Date

  
 Name: Maureen Beauregard  
 Title: President





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials AKD

Certification of Compliance with requirements pertaining to Federal Nondiscrimination Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Families in Transition

May 29, 2015  
Date

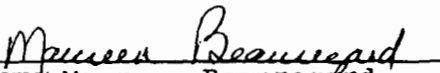
  
Name: Maureen Beauregard  
Title: President

Exhibit G

Contractor Initials MB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Families in Transition

May 29, 2015  
Date

Maureen Beauregard  
Name: Maureen Beauregard  
Title: President



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.





- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

6/2/15  
Date

Families in Transition  
Name of the Contractor

Maureen Beauregard  
Signature of Authorized Representative

Maureen Beauregard  
Name of Authorized Representative

President  
Title of Authorized Representative

May 29, 2015  
Date

# CERTIFICATE OF VOTE

I, Dick Anagnost, do hereby certify that:  
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Families in Transition  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on May 29, 2015  
(Date)


**RESOLVED:** That the President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 29 day of May, 2015.  
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 29 day of May, 2015.

By Dick Anagnost  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

:NOTARY SEAL:

Commission Expires: \_\_\_\_\_  
RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Stephanie Savard	COO	\$84,200	0%	-
Mary Beth Collins	Childcare Provider	\$38,376	50%	19,188
Mary Curtis	Bus Driver	\$5,330	25%	1,333



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 101) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) ~~05-95-49-491510-29890000-102-500734~~
  - b) ~~05-95-49-491510-29900000-102-500734~~
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$997,590
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2
- 6) Add Exhibit B-2 Amendment #2



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/14  
Date

[Signature]  
NAME  
TITLE Director

Families in Transition

May 21, 2014  
Date

[Signature]  
NAME Maureen Beauregard  
TITLE President

Acknowledgement:

State of NH, County of Hillsborough on May 21, 2014 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

Ruth Syrek  
Admin Asst.

RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

Rosemary Wiant  
Name: Rosemary Wiant  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
	<b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</b> – Outpatient Treatment as identified above provided to pregnant & parenting women.
	<b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</b> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

	pregnant & parenting women.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
X	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<i>Recovery Support Services</i> as identified above provided to pregnant & parenting women.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**C. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.



Exhibit A Amendment #2

- b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

***Sliding Fee Scale:***

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

---

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TCP) and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

---

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

---

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

---

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

---

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

***Performance Measures:***

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

***Data and Reporting Requirements:***

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dCBCS/sentinel.htm>

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301

Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

The remainder of this page is intentionally left blank.



Exhibit B Amendment #2

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B and Exhibit B-2.

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$332,530 as follows:

- 100 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 0 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 0 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.**

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #2

	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
X	Enhanced Services	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but





**Exhibit B Amendment #2**

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not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. **Abstinence:** The client reports reduced or no substance use in the past 30 days.
- ii. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days.
- iv. **Stability in Housing:** The client reports being in stable housing.
- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.



Exhibit B Amendment #2

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The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**V. Charitable Choice:**



Exhibit B Amendment #2

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Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: Families in Transition

Budget Request for: Substance Use Disorder Treatment Enhanced Services -  
Childcare and Transportation Services  
(Name of RFP)

Budget Period: July 1, 2014 - June 30, 2015

Line Item	Direct	Indirect	Total
1. Total Salary/Wages	\$ 42,640.00	\$ -	\$ 42,640.00
2. Employee Benefits	\$ 8,790.00	\$ -	\$ 8,790.00
3. Consultants	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -
Rental	\$ 300.00	\$ -	\$ 300.00
Repair and Maintenance	\$ 300.00	\$ -	\$ 300.00
Purchase/Depreciation (computer)	\$ 900.00	\$ -	\$ 900.00
5. Supplies:	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00
Lab	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 500.00	\$ -	\$ 500.00
7. Occupancy	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ 360.00	\$ -	\$ 360.00
Postage	\$ 300.00	\$ -	\$ 300.00
Subscriptions	\$ 150.00	\$ -	\$ 150.00
Audit and Legal	\$ 500.00	\$ -	\$ 500.00
Insurance	\$ 420.00	\$ -	\$ 420.00
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ 500.00	\$ -	\$ 500.00
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 780.00	\$ -	\$ 780.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Vehicle Exp (gas, loan, maint, regist)	\$ 2,840.00	\$ -	\$ 2,840.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 60,280.00</b>	<b>\$ -</b>	<b>\$ 60,280.00</b>

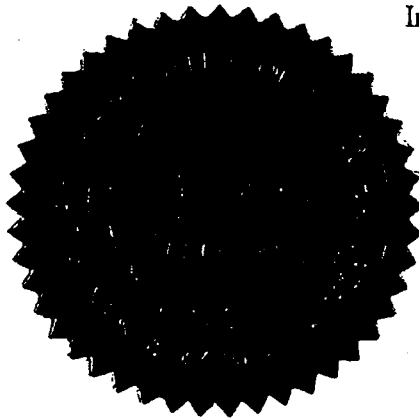
Indirect As A Percent of Direct

0.0%

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16<sup>th</sup> day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, Karyn O'Neil, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families in Transition  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on May 21, 2014  
(Date)

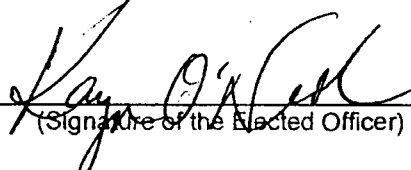
RESOLVED: That the President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 21 day of May, 2014  
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

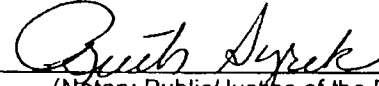
  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21 day of May, 2014.

By Karyn O'Neil  
(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

RUTH A. SYREK, Notary Public  
My Commission Expires October 16, 2018

Commission Expires: \_\_\_\_\_



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 665,060.00
  
- 2) Amendment and modification of Exhibit A;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) **Change II A from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
**Change to:** "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) **Change II B Group Recovery Support Services from:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."



**Change to:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

**Table SAMHSA National Outcome Measures**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.





DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) Delete in Section II; "TOTAL: \$332,530.00"
- 4) **Add** Exhibit B-1

New Hampshire Substance Abuse Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/13  
Date

Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

Families in Transition

May 9, 2013  
Date

Maureen Beauregard  
Name: Maureen Beauregard  
Title: President

Acknowledgement:

State of NH, County of Hillsborough on May 9, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Laurie Saunders  
Name and Title of Notary or Justice of the Peace

Laurie Saunders  
Notary Public - New Hampshire  
My Commission Expires October 8, 2013

New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013  
Date

[Signature]  
Name: JEANNE P. HEWICK  
Title: ATTORNEY

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-1


New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Families in Transition - The Family Willows (OP)

Budget Request for: Substance Abuse Treatment Services  
(Name of program)

Budget Period: State Fiscal Year 2014

Line Item	Description	Amount	Unit	Quantity	Total
1	Total Salary/Wages	7,874.00	\$	1	7,874.00
2	Employee Benefits	258,844.00	\$	1	258,844.00
3	Consultants	53,490.00	\$	1	53,490.00
4	Equipment	-	\$	1	-
5	Rent	2,950.00	\$	1	2,950.00
6	Repair and Maintenance	-	\$	1	-
7	Purchase/Depreciation	-	\$	1	-
8	Supplies	-	\$	1	-
9	Education	-	\$	1	-
10	Lab	3,000.00	\$	1	3,000.00
11	Pharmacy	-	\$	1	-
12	Medical	2,000.00	\$	1	2,000.00
13	Office	-	\$	1	-
14	Travel	1,150.00	\$	1	1,150.00
15	Occupancy	-	\$	1	-
16	Current Expenses	-	\$	1	-
17	Telephone	2,100.00	\$	1	2,100.00
18	Printing	-	\$	1	-
19	Subscriptions	-	\$	1	-
20	Auto and Loyal	2,038.00	\$	1	2,038.00
21	Insurance	4,000.00	\$	1	4,000.00
22	Board Expenses	-	\$	1	-
23	Scholarships	-	\$	1	-
24	Marketing/Communications	-	\$	1	-
25	Staff Education and Training	2,500.00	\$	1	2,500.00
26	Subcontractor/Outsourcing	-	\$	1	-
27	Other (Specify below if mandatory)	-	\$	1	-
28	Indirect As A Percent of Direct	9.9%			
TOTAL		302,940.00	\$		302,940.00

Contractor Initials:  Date: May 9, 2013

Substance Abuse Treatment

Client#: 53565

FAMIL6

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/08/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Davis Towle Morrill & Everett, 115 Airport Road, P O Box 1260, Concord, NH 03302-1260. CONTACT NAME: [Blank], PHONE (A/C, No, Ext): 603 225-6611, FAX (A/C, No): 603-225-7935. INSURED: Families in Transition, Inc, 122 Market St, Manchester, NH 03101. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Co., INSURER B: Wesco Insurance Company, INSURER C: [Blank], INSURER D: [Blank], INSURER E: [Blank], INSURER F: [Blank].

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (Commercial General Liability, Claims-Made Occur), A AUTOMOBILE LIABILITY (Any Auto, Hired Autos, Scheduled Autos Non-Owned Autos), A UMBRELLA LIAB (Excess Liab, Retention \$10000), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Any Proprietor/Partner/Executive/Officer/Member Excluded? N/A).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER: State of New Hampshire, Department of Health and Human e Services, Bureau of Drug and Alcohol Srv, 105 Pleasant St, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

I, Karyn O'Neil, do hereby certify that:  
(Name of Clerk of the Corporation: cannot be contract signatory)

1. I am a duly elected Clerk of Families in Transition  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 9, 2013:  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, \_\_\_\_\_, for the provision of \_\_\_\_\_ services.

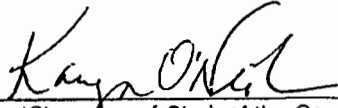
**RESOLVED:** That the President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9 day of May, 2013.  
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

  
\_\_\_\_\_  
(Signature of Clerk of the Corporation)


STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 9 day of May, 2013.

By Karyn O'Neil  
(Name of Clerk of the Corporation)

(NOTARY SEAL)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)  
**LAURIE SAUNDERS**  
Notary Public - New Hampshire  
Commission Expires October 8, 2013



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES  
 BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 29, 2012

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
 DATE 6/20/12  
 PAGE 13  
 ITEM # 101

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Families in Transition (Vendor #157730 B001), 122 Market Street, Manchester, NH 03101, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$332,530.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS-TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$332,530.00
			Subtotal	\$332,530.00
			Total	\$332,530.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 29, 2012  
Page 2 of 3

include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Families in Transition was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$332,530.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.



- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Manchester area.

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

*Nancy L. Rollins*

Nancy L. Rollins  
Associate Commissioner

Approved by:

*Nicholas A. Toumpas*  
Nicholas A. Toumpas  
Commissioner



NLR/ljp

BEARER CRITERIA	Max Pts	15.00	15.00	15.00	13.00	13.00	11.00	12.00	14.00	15.00	13.00	15.00	12.00	12.00	13.00	12.00	13.00	10.00
Experience and Capacity	15	14.00	15.00	15.00	13.00	13.00	11.00	12.00	14.00	15.00	13.00	15.00	12.00	12.00	13.00	12.00	13.00	10.00
Approach	5	42.00	48.00	48.00	39.00	47.00	41.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Website	25	24.00	25.00	24.00	23.00	20.00	23.00	22.00	18.00	25.00	19.00	24.00	21.00	22.00	23.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	7.00	6.90	7.50	8.30	9.50	9.00	6.50	9.50	7.30	6.50	7.50	7.50	8.70	5.60
Total	100	88.00	92.00	97.00	70.00	86.00	82.00	84.00	88.00	89.00	82.00	97.00	83.00	93.00	81.00	81.00	87.00	58.00

TOTAL REQUEST      \$170,236      \$32,000      \$77,207      \$4,067,96      \$7,321,466      \$47,080      \$116,338      \$1,750,112      \$282,500      \$748,943      \$38,800      \$183,164      \$744,581      \$2,415,253      \$513,951      \$1,729,356      \$27,967      \$747,091      \$9,980,430  
 BUDGET AVAILABLE      \$56,303      \$74,906      \$78,021      \$332,570      \$1,120,839      \$372,331      \$82,817      \$2,536,945      \$339,740      \$1,975,276      \$7,217,167      \$3,971,219      \$5,197,835      \$11,457,300      \$432,468      \$1,318,336      \$75,013      \$611,907      \$1

RFP Reviewers

Name	Job Title	Dept/Agency	Qualifications
1) Lynn Rowles	Sub. Use Disorders	Grainmaking/GC	Administrative experience between 3-20 years
2) Pamela Sullivan	Youth Counselor	SYDC	experience managing agreements with vendors for various programs
3) Heidi Young	Program Specialist	DCYF	DHHS and DOC
4) Bernice Bluhm	Prog. Planner/Rev. Spec.	Family Services	specific expertise include Maternal and Child Health; Substance Abuse
5) Alan West, Ph.D	Psychologist/VA	TX/Co-occurring	
6) Mary Miller	Prog. Spec. IV	OCPH	
7) Michelle Riccio	Prog. Spec. IV	DPHS	
8) Kathleen Hesselton	Internal Auditor I	BDAS/FBO	
9) Lindy Keller	Administrator I	BDAS-RAD	
10) Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11) Bruce Binney	Regional Coordinator	BDAS-CSU	
12) Tim Shanley	Administrator I	BDAS-FBOU	
13) Linda Parker	Prog. Spec. IV	BDAS-CSU	
14) Rosemary Shannon	Administrator I	BDAS-CSU	
15) Rob O'Lanahan	ATR Prog. Spec.	BDAS/ATR	
16) Joanne Powers	T&I Rec. Serv. Coord.	BDAS/ATR	
17) John Sweeney	Systems Dev.	BDAS/IT	
18) Michael Rodgers	Assistant Administrator	BDAS	
19) Jeffrey Metzger	Sr. Mngl. Analyst	BDAS/PSU	
20) Ann Crawford	Regional Coordinator	BDAS/PSU	
21) Valerie Motgan	Administrator I	BDAS/PSU	

Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1-IDENTIFICATION**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Families in Transition		1.4 Contractor Address 122 Market Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-641-9441	1.6 Account Number <del>05-95-95-958410-1387-102-500734</del> 05-95-95-958410-5365-102-500734 <del>05-95-95-958410-1388-102-500734</del>	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$332,530.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature <i>Maureen Beauregard</i>		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/23</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Laurie Saunders</i>		Laurie Saunders Notary Public - New Hampshire My Commission Expires October 8, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace Laurie Saunders, Bookkeeper, Notary Public			
1.14 State Agency Signature <i>Nancy L. Rollins</i>		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

## 11. CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION

~~15.1 By signing this agreement, the Contractor agrees,~~ certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services

**Exhibit A**

**I. General Provisions**

**CONTRACT PERIOD:** July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

**CONTRACTOR NAME:** Families in Transition

**ADDRESS:** 122 Market Street, Manchester, NH 03101

**EXECUTIVE DIRECTOR:** Maureen Beauregard  
**TELEPHONE:** 603-641-9441

**II. Scope of Services**

*A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:*

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Number of clients to be served during the contract period	\$ Awarded
Intensive Outpatient	4.43		87	\$332,530
Group – Recovery Support Services *			44	0

\* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

*B. Required Services*

*Priority Admission:*

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

*Required Outreach:*

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing

dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101



603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: *MAB*  
Date: 5/22/12

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

***Outpatient Treatment*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

*Intensive Outpatient Treatment* - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

*Residential Treatment* - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

*Transitional Living* - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

*Assessment of Risk for Self-Harm/Suicide:* The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

***Care Coordination:***

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.

- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

- A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- A full-time Executive Director, not filling any of the positions described above.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Subcontracting/Consultants:***

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Based Practices	Based Practices	<ul style="list-style-type: none"> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>
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**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;

4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F:42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street  
Concord, New Hampshire 03301  
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client.

This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

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Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
Substance Use Disorder Treatment Services

~~Exhibit B~~  
Purchase of Services  
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Families in Transition

ADDRESS: 122 Market Street, Manchester, NH 03101

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Maureen Beauregard

TELEPHONE: 603-641-9441

Vendor #157730-B001

Job #95846503 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 332,530.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$332,530.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

## 1. Performance Utilization:

### A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

### B. Utilization Methodology by Modality:

- i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000/\$120$ ) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

## 2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

**B. Retention:**

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

**3. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**4. Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

**V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract, and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

**12.2 Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

**13. Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**14. Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

**15. Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**16. Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:



(a) Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-F:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State

related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS

US DEPARTMENT OF EDUCATION – CONTRACTORS

US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

(b) *Establishing an ongoing drug-free awareness program to inform employee's about:*

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

II.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

122 Market Street, Manchester, NH 03101

Check  if there are workplaces on file that are not identified here.

Families in Transition From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013  
Contractor Name Period Covered by this Certification

Maureen Beauregard, President  
(1) Name and Title of Authorized Contractor Representative

Maureen Beauregard  
(2) Contractor Representative Signature

May 23, 2012  
Date

NII Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:

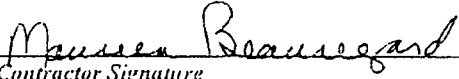
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

A. Contract Period: July 1, 2013 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at [www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf)), in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

	President
Maureen Beaugregard	Contractor's Representative Title
Contractor Name	Date

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: MB  
Date: 5/23/12

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

~~10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.~~

(1)

**PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

<u>Maureen Beauregard</u>	<u>President</u>
Contractor Signature	Contractor's Representative Title
<u>Maureen Beauregard</u>	<u>May 23, 2012</u>
Contractor Name	Date
Standard Exhibits C - J	Contractor Initials: <u>MB</u>
TX Substance Use Disorder	Date: <u>5/23/12</u>



NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Maureen Beauregard President  
Contractor Signature Contractor's Representative Title

Maureen Beauregard May 23, 2012  
Contractor Name Date

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

  
\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
President  
Contractor's Representative Title

\_\_\_\_\_  
Maureen Beauregard  
Contractor Name

\_\_\_\_\_  
May 23, 2012  
Date

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

~~l. "Required-by-Law" shall have the same meaning as the term "required-by-law" in 45 CFR Section 164.501.~~

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.
- 

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

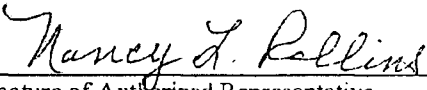
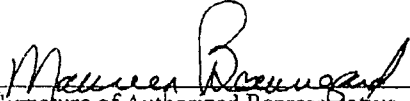
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

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- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services The State Agency Name	Maureen Beauregard Name of Contractor
 Signature of Authorized Representative	 Signature of Authorized Representative
Nancy L. Rollins Name of Authorized Representative	Maureen Beauregard Name of Authorized Representative
Associate Commissioner Title of Authorized Representative	President Title of Authorized Representative
5/31/10 Date	May 23, 2012 Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and*
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
(Contractor Representative Signature)

Maureen Beauregard, President  
(Authorized Contractor Representative Name & Title)

Families in Transition  
(Contractor Name)

May 23, 2012  
(Date)



NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

YES

*A. If the answer to #2 above is NO, stop here*

**If the answer to #2 above is YES, please answer the following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

*B. If the answer to #3 above is YES, stop here*

**If the answer to #3 above is NO, please answer the following:**

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

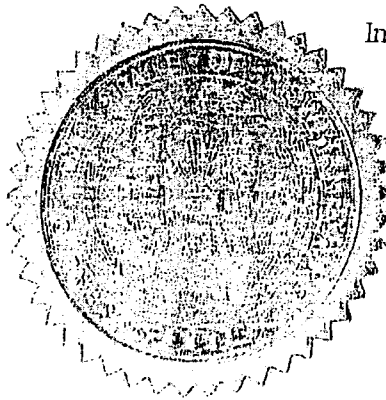
Amount:

State of New Hampshire  
Department of State

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CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23<sup>rd</sup> day of May A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

WITHOUT SEAL

**CERTIFICATE OF VOTE**

I, Susan Grodman, of Families in Transition, do hereby certify that:

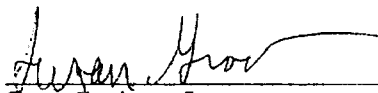
1. I am the duly elected Secretary of Families in Transition;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on May 23, 2012;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the President is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Maureen Beauregard is the duly elected President of the corporation.

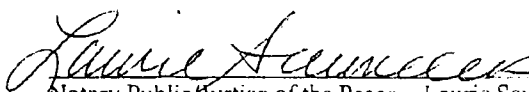
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 23, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 23 day of May, 2012.

  
Susan Grodman, Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23 day of May, 2012 by Susan Grodman.

  
Notary Public/Justice of the Peace - Laurie Saunders  
My Commission Expires:

Laurie Saunders  
Notary Public - New Hampshire  
My Commission Expires October 8, 2013



**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County (hereinafter referred to as "the Contractor"), with a place of business at 3865 Dartmouth College Highway, North Haverhill, NH 03774.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #96) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on July 10, 2013 (Item #50), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$260,291.50.
4. Amend Exhibit B Amendment #3 by striking:

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$34,705.50 as follows:

- 0% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 50% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 50% General funds.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

And inserting in its place:

For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$52,058.50 as follows:

- 0% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 50% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 50% General funds.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/13/15  
Date

Marilee Nihan  
NAME Marilee Nihan  
TITLE Deputy Commissioner

Grafton County

11/10/15  
Date

Julie L. Libby  
NAME Julie L. Libby  
TITLE Executive Director

Acknowledgement:

State of NH, County of Grafton on 11/10/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Leslie A. Laché  
Name and Title of Notary or Justice of the Peace



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

[Signature]  
Name: Megan A. [unclear]  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

# CERTIFICATE OF VOTE

I, Michael J. Cryans, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Grafton County.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Commissioners of the Agency duly held on November 10, 2015:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 10 day of November, 2015.  
(Date Contract Signed)

4. Julie L Libby is the duly appointed Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Agency.

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 10th day of November, 2015.

By Michael J. Cryans.  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 11/20/2018



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774	<i>Member Number:</i> 603	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<b>X</b>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2015	7/1/2016	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<b>X</b>	<b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2015	7/1/2016	<b>X</b> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Tammy Denver</i>
State of New Hampshire – DHHS 129 Pleasant Street Concord, NH 03301			<b>Date:</b> 11/10/2015    tdenver@nhprimex.org Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> <b>603-225-2841 phone</b> <b>603-228-3833 fax</b>





Grafton County Department of Corrections  
3787 Dartmouth College Highway ~ North Haverhill, NH 03774  
Phone (603)787-6767 ~ Fax (603)787-6011  
Thomas C. Elliott  
Corrections Superintendent  
TElliott@co.grafton.nh.us

#### Grafton County Department of Corrections

#### Mission Statement

The mission of the Grafton County Department of Corrections is to contribute to public safety by maintaining a balanced correctional system of institutional and community programs that provide a range of control and rehabilitative options for criminal offenders and those offenders awaiting trial.

**Grafton County Board of Commissioners:**

Michael J. Cryans, Chairman

Martha B. Richards, Vice-Chairman

Linda D. Lauer, Clerk

LCMHC, MLADC, RYT

# Angela Thomas Jones

## EDUCATION

- 2011 Master of Science with Honors: Community Mental Health  
Southern New Hampshire University - Manchester, New Hampshire
- 1990 Master of Arts: Experiential Education & Expressive Arts Therapy  
Vermont College of Norwich University - Montpelier, Vermont
- 1985 Bachelor of Fines Arts with Honors; Art Therapy and Graphic Design  
Ohio University - Athens, Ohio

## SPECIALIZED TRAINING ~ LICENSURE ~ CERTIFICATION

- 2015 Licensed Clinical Mental Health Counselor, NH Board of Mental Health Practice
- 2012 Clinical Supervision Action Learning Collaborative; NH Center for Excellence
- 2010 Post-Graduate Clinical Certification in Traumatic Studies & Certification as  
Trauma-informed Yoga Teacher - The Trauma Center of Justice Resource Institute, Brookline, MA
- 2010 Parent Child Interaction Therapy Certification - The Trauma Center of Justice Resource Institute
- 2010, Sept. 11 Certified Yoga Warriors Instructor - specialized program for veterans  
Central Massachusetts Yoga Institute & Yoga Warriors International
- 2010 NH Master Licensed Alcohol & Drug Abuse Counselor ( LADC since 1993 )
- 2014 - current Medicaid Provider & registered with Cenpatco & Beacon Health Care
- 1997 - current In-network provider for substance use services Anthem BC/BS, Cigna, Aetna Insurance, Harvard Pilgrim
- 2010 - current International Certified Therapy Dog Handler
- 2003 - current Registered Yoga Teacher with Yoga Alliance & YogaKids International
- 1993 - current Certified Independent Provider for NH Division for Children, Youth, and Families
- 1993, 1994 Advanced Ropes Course Rescue & Adventure Based Counseling Project Adventure, Inc..
- 1994, 1995 Opening the Heart & Co-Counseling - Springhill of Ashby, MA
- 1988 Conflict Resolution and Creative Leadership - Colorado Institute for Creative Leadership
- 1986 - 1994 Certified Wilderness Emergency Medical Technician - Wilderness Medical Associates; Maine  
CPR current through American Red Cross certification updates

## WORK EXPERIENCE

- Since 2012 Clinical Supervisor of Substance use & Mental Health Services Program- Grafton County Jail
- 2011 - 2012 Clinical Supervision Consultant for Adult Inpatient Substance Abuse Treatment- Friendship House, NH
- Since 1993 Summer School Faculty for New England School of Addiction Studies - August, Maine
- Since 2003 (volunteer) NH Behavioral Health Disaster Response Team - USA Dept. of Safety & Homeland Security

## AngelaThomasJones.com

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- 1998 - 2007 Outpatient Addictions Treatment for The Center for New Beginnings - Littleton, NH
- 1987 - 1993 Consultant to Teen Institute & Outpatient Substance Abuse Services for The White Mountain School, NH
- 1995 - 1996 Program Manager CEDU Family of Educational Services - Sandpoint, Idaho
- 1994 - 1998 (volunteer) Northeast Co-Coordinator of Peer Review & Program Accreditation for Experiential Ed. Association
- 1992 - 1995 Mentor Development & Program Consultant for Women's Outdoor Challenges, Inc. - Sunacee, NH
- 1991 - 1995 (volunteer) North Country Regional Coordinator for "The Challenge Course" a Juvenile Diversion Program - NH
- 1992 - 1995 Winter Mountaineering Guide & Beginning Rock Climbing Instruction - EMS Climbing School; North Conway, NH
- 1987 - 1992 Outward Bound Master Instructor for Wilderness-based Substance Abuse Treatment; Beech Hill Hospital, NH
- 1984 - 1995 Outward Bound Master Instructor for Health Educators & Corporate Team Building - North Carolina
- 1987 - 1988 Outdoor Program Therapist - Cedar Springs Psychiatric Hospital - CO
- 1984 - 1985 Student Advisor to Residential Life Department - Ohio University, Athens

### OTHER INTERESTING INFORMATION

Since forever Landscaping & Organic Gardening Hobbyist

- 1995 Volunteer host to Iditarod Dog Sled Teams in Nome, Alaska
- 1993 Finished in top 10 women racers of the very first Race-to-the-Face Top Notch Triathlon in Franconia, NH
- 1990 - 93 Co-founder of UpCountry Arts a non-profit community arts program now part of the North Country Arts Alliance
- 1989 - 91 Co-created studio art classes for Beech Hill Hospital at their Coach House Studio location Dublin, NH
- 1988 Solo bicycle tour of the Blue Ridge Parkway from Linville Gorge, NC to Roanoke, Virginia
- 1987 Established "Arts for Seniors Program" as part of Medation Residential Home in Colorado Springs
- 1986 Initiated & completed an International Exchange for Art Therapists in Switzerland
- 1986 Independent Hiking & Climbing tour of Kalambaka, Greece, Europe, Wales & Scotland
- 1985 Completed Clinical Art Therapy Internship with David C. Wilson Hospital in Charlottesville, Virginia
- 1983 - 84 Assisted with establishing Arts as Rehabilitation in Hocking Correctional Facility of Athens, OH
- 1983 - 85 Advertising Graphic Designer for The Post, an Independent Student Newspaper of Athens, OH
- 1983 - 84 Research Assistant Ohio University Graduate Psychology Department Athens, OH
- 1983 - 84 Founder and Director of the Student Art Therapy Organization at Ohio University

### Published material:

- *Trauma-sensitive Mindfulness Recovery Maintenance*  
Webinar for NH Training Institute for Addictive Disorders, March 2015
- *Trauma-Sensitive Yoga Practice* - Southern NH University, Dec., 2010
- *The Use of Expressive Arts in Leadership Development*, The Journal for Experiential Education, Spring 1992
- Numerous Press Releases in local newspapers on Trauma-informed behavioral health care & the benefits of mind-body based therapies
- Check out Harley And Company on Facebook

Married 27 years, mother of two children ages 17 & 19, dog lover & winter lover—*really*

# Kenn Stransky

7

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## Education and Credentials

Master in Adult Education Administration, in process, Ohio University  
Graduate credential Leadership Excellence Academy, Certified Manager in Program Improvement  
Bachelors of Arts in Government/United States History, The University of the State of New York

Member: State of Vermont Department of Education State Professional Development Team  
New England Adult Education Leadership Excellence Academy  
National Correctional Educators Association  
American Association for Adult & Continuing Education  
National Center for Family Literacy (Alliance)

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## Professional Education Experience

**Grafton County Department of Corrections, North Haverhill, NH** May 2008 to present  
**Correctional Educator** (contracted)

Through direct contract employment with Grafton County, created an education program to serve incarcerated adult males and females at this 100+-bed maximum-security facility. In less than one year's time, the program received the recognition of the highest graduation rate in the entire NH Corrections system. In the second year service was expanded to released inmates that now return weekly for their education. The delivery system is designed to serve the adult needs of an entire system that is currently 80 percent coded for special education services. All of this was accomplished in eight to sixteen hours of employment per week.

**Addiction Counselor**, (Part time) Oct. 2014 to present.  
Working in the Programs Department provided intake, orientation and addiction counseling services for those facing addictions while incarcerated. This program is partly funded through the New Hampshire Bureau of Drug Addiction Services Agency.

**North Country Educational Services, Gorham, NH** 2001 to June 2008  
Southeastern Regional Education Service Center, Inc., Bedford, NH  
**Correctional Educator** (part-time)

Through a grant from the New Hampshire Department of Education, provided contracted tutorial services for incarcerated coded high school special education students at the **Coos County** Correctional facility. In 2005, responsibilities were expanded to include the much larger Grafton County correctional facility. In addition, I provided adult education instruction to the general inmate population.

**Vermont Learning Works, Northeast Kingdom Learning Services, Canaan, VT** 2002 to Oct. 2014.

**Adult Learning Center Manager, Regional Multi-Service Specialist, Adult Educator.**  
Coordinate and provide all adult education, Even Start and Migrant Education services in Essex County, VT. Established the Canaan Learning Center that now has the highest adult education graduation rate in the Northeast Kingdom region. Designed curriculum and services, interfaced with the local high school and supervisory union for Vermont High School Completion Program, attended meetings of local partners to coordinate and deliver services to former Ethan Allen Furniture workers.

**Northeast Kingdom Learning Services, Canaan, VT** 2000 to 2002

### **Specialized Educator**

One-on-one educator for special needs adult high school students in a pilot program of education for convicted sex offenders. Successfully planned and brought students to the award of their diplomas. Coordinated services between Essex North Supervisory Union, Northeast Kingdom Learning Services, and the State of Vermont Agency of Human Services.

## **Kenn Stransky**

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PAGE TWO

### **Other Experience**

Northeast Kingdom, VT and North Country, NH 1993 to 2000

#### **Freelance Journalist**

Reported all local, regional, and business news for *Burlington Free Press*, *Newport Daily*, *Colebrook News & Sentinel* newspapers. Reported on school and Selectboard meetings in Essex and Orleans counties (VT) and Coos County (NH). Was a national Pulitzer Prize finalist for local reporting.

Paramount Brands, New York, NY 1990 to 1993

#### **Key Accounts Manager**

Opened and serviced all prestige accounts for New York's leading beverage importer. Coordinated all public events and product launches. Coordinated media and public relations for brands such as Georges Duboeuf, Glen Ellen, Veuve Clicquot, and Benziger.

Shaffer, Clarke USA, Greenwich, CT 1985 to 1990

#### **National Sales Manager, Food Service**

Managed a national sales staff. Responsible for multi-million dollar divisional budget. Coordinated foreign production and American launches of products such as New Zealand lamb, Carr's Biscuits, and Bonne Maman preserves.

Hilton International, 3 World Trade Center, New York, NY 1982 to 1985

#### **Assistant Purchasing Agent**

Responsible for food, beverage and furniture purchasing for Hilton International's flagship hotel and restaurants at New York's World Trade Center. Coordinated all of the purchases for this location.

Long Island Beef Export, New York, NY 1980 to 1982

#### **Export Sales Coordinator**

Interfaced with European and Hilton International customers. Arranged exports.

United Brands, New York, NY 1978 to 1980

#### **Management Trainee**

Trained in all aspects of this international food company known mostly for Chiquita bananas.

- **Guardian ad Litem** in the Vermont Court system since 1997
- **Board member:** Chair, Town of Norton Selectboard and Chair of the Planning Commission  
Northeast Kingdom Community Action, board treasurer  
Northeastern Vermont Development Association, President  
Northeast Kingdom Human Services, board member  
Northeast Kingdom Collaborative, Chair  
Nulhegan Gateway Association, President  
Grace Community Church, Treasurer

- **Member:** Colonial Williamsburg Foundation  
National Wildlife Federation  
National Trust for Historic Preservation  
Vermont Historical Society
- 2006 *Time* magazine Person of the Year
- I enjoy sheep farming, cooking and historic preservation

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Angela Jones	Substance Abuse Coordinator	\$ 51,750	100 %	\$ 51,750
Ken Stransky	Recovery Support Worker	\$ 15,068	100%	\$ 15,068





State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County (hereinafter referred to as "the Contractor"), with a place of business at 3865 Dartmouth College Highway, North Haverhill, NH 03774.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #96) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on July 10, 2013 (Item #50) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$242,938.50.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.
8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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9. Add Exhibit C-1, Revisions To General Provisions.
10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/27/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Grafton County

5.12.15  
Date

Julie L. Libby  
NAME Julie L. Libby  
TITLE Executive Director

Acknowledgement:

State of NH, County of Grafton on 5/12/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Leslie A. Lackie  
Name and Title of Notary or Justice of the Peace

Term Expires: November 20, 2018



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/3/15  
Date

[Signature]  
Name: Michael A. Yocum  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #3

Scope of Services

**A. Population Served**

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

**B. Required Treatment Services**

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	Treatment Services
X	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b> Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) –</b> A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b> Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</b> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</b> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</p>
	<p><b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</b> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
X	<p><b>Recovery Support Services:</b>                      Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.</p> <p>Types of Recovery Support Services are listed below:</p>
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><b>Recovery Support Services</b> as identified above provided to pregnant &amp; parenting women.</p>

**C. Required Provisions for Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

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and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. **Medication Assisted Treatment with Buprenorphine eligibility:** Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

---

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

- Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
  4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
  5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
  6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

***Critical Incident/Sentinel Event Reporting:***

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.



## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$ \$34,705.50 as follows:

- 0% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 50% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 50% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
<b>Contractor's Services</b>	<b>Substance Use Disorder Treatment and Recovery Services</b>	<b>DHHS Established Rate</b>	<b>Service Limit</b>
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

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It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**



Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.





- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

*JL*  
5-13-15



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services  
Exhibit D Amendment #1



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

3787 Dartmouth College Highway, North Haverhill, NH 03774

Check  if there are workplaces on file that are not identified here.

Contractor Name: Grafton County

5-12-15  
Date

Julie L. Libby  
Name: Julie L. Libby  
Title: ,Executive Director



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Grafton County

5-12-15  
Date

Julie L. Libby  
Name: Julie L Libby  
Title: Executive Director



Exhibit F Amendment #1

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Grafton County!

5.12.15  
Date

Julie L. Libby  
Name: Julie L Libby  
Title: Executive Director

Contractor Initials jl  
Date 5.12.15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

*jl*  
Date 5-12-15

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Grafton County

5.12.15  
Date

Julie H. Libby  
Name: Julie Libby  
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations  
and Whistleblower protections

Contractor Initials

jl

Date 5.12.15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Grafton County

5.12.15  
Date

Julie L. Libby  
Name: Julie L Libby  
Title: Executive Director



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.





- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

Date

jl  
5-13-15



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health + Human Services  
The State

Kathleen Quinn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/27/15  
Date

Grafton County  
Name of the Contractor

Julie L Libby  
Signature of Authorized Representative

Julie L Libby  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

5/12/15  
Date

# CERTIFICATE OF VOTE

I, Michael J. Cryans, do hereby certify that:  
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Grafton County  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Commissioners of  
the Agency duly held on May 12, 2015:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 12 day of May, 2015.  
(Date Contract Signed)

4. Julie L Libby is the duly appointed Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Michael J. Cryans  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 12th day of May, 2015.

By Michael J. Cryans  
(Name of Elected Officer of the Agency)

Leslie A. Lackie  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 11-20-2018



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State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County (hereinafter referred to as "the Contractor"), with a place of business at 3865 Dartmouth College Highway, North Haverhill, NH 03774.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 96) and amended by an agreement (Amendment #1 to the Contract) approved on July 10, 2013, (Item # 50), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-29900000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$208,233
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/29/14  
Date

NAME  
TITLE

Melvin G. Strickton

Grafton County

5.27.14  
Date

NAME  
TITLE

Julie R. Clough

Acknowledgement:

State of NH, County of Grafton on 5.27.14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Leslie A. Lackie  
Name and Title of Notary or Justice of the Peace

Term Expires November 20, 2018



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

Rosemary Wiant  
Name: Rosemary Wiant  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

**Service Table** - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
X	<b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</b> – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</b> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

	pregnant & parenting women.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<b>Recovery Support Services</b> as identified above provided to pregnant & parenting women.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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C. *Required Services*

*Priority Admission:*

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

*Required Outreach:*

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

*Health Facilities Administration Licensing Requirements:*

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

*Capacity Reporting:*

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #2**

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***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #2**

- b. **Level of Care:** For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

***Sliding Fee Scale:***

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #2**

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #2**

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #2**

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the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #2**

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3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.html>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/jrb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #2**

---

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #2**

---

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #2**

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1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

***Performance Measures:***

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

***Data and Reporting Requirements:***

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #2**

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4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

***Critical Incident/Sentinel Event Reporting:***

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #2**

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of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form*( [www.dhhs.nh.gov/dcbs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #2**

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Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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**Exhibit B Amendment #2**

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$69,411 as follows:

- 0 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 50 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 50 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table** - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit B Amendment #2**

	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	<b>Recovery Support Services</b>		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	<b>Enhanced Services</b>	<b>Varied</b>	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

**1. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for



**Exhibit B Amendment #2**

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services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit B Amendment #2**

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The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**V. Charitable Choice:**

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit B Amendment #2**

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Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

A certificate of Good Standing is not enclosed. Grafton County is a populated geographic region with specific boundaries legally defined by the State of New Hampshire, and is not required to have a Certificate of Good Standing.

# CERTIFICATE OF VOTE

I, Linda D Lauer, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of the Grafton County Board of Commissioners.  
(Agency Name)

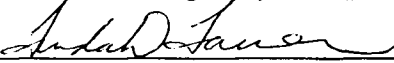
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on May 27, 2014:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 27th day of May, 20 14.  
(Date Contract Signed)

4. Julie L. Clough is the duly appointed Executive Director of the Agency.  
(Name of Contract Signatory) Title of Contract Signatory ( )


  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 27th day of May, 20 14.

By Linda D. Lauer  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 11/20/18





**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County (hereinafter referred to as "the Contractor"), with a place of business at 3787 Dartmouth College Highway, North Haverhill, New Hampshire.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 138,822.00
- 2) Amendment and modification of Exhibit A;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) **Change II A from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
**Change to:** "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) **Change II B Group Recovery Support Services from:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

New Hampshire Substance Abuse Treatment and Recovery Support Services



**Change to:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

**Table SAMHSA National Outcome Measures**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

New Hampshire Substance Abuse Treatment and Recovery Support Services



DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
- a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) Delete in Section II; "TOTAL: \$69,411.00"
- 4) **Add** Exhibit B-1

New Hampshire Substance Abuse Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11 June 2013  
Date

Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

Grafton County

6.5.13  
Date

Julie H. Clough  
Name:  
Title:

Acknowledgement:  
State of NH, County of Grafton on 6.5.13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.  
Signature of Notary Public or Justice of the Peace

Leslie A. Lackie  
Name and Title of Notary or Justice of the Peace  
LESLIE A. LACKIE, Notary Public  
My Commission Expires December 31, 2013

New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

19 June 2013  
Date

[Signature]  
Name: Jeanne P. Herick  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Grafton County Department of Corrections

Budget Request for: Substance Abuse Treatment Services

Budget Period: State Fiscal Year 2014

Line Item #	Total Program Cost		Contractor Share / Match		Funded by OHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 47,650.00	\$ -	\$ -	\$ -	\$ 47,650.00	\$ -	\$ 47,650.00
2. Employee Benefits	\$ 23,566.00	\$ 1,627.00	\$ 1,627.00	\$ -	\$ 21,761.00	\$ 1,627.00	\$ 21,761.00
3. Consultants	\$ 23,296.00	\$ -	\$ 23,296.00	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 361.00	\$ -	\$ 361.00	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 96,395.00	\$ -	\$ 26,944.00	\$ -	\$ 69,451.00	\$ -	\$ 69,451.00

0.0%

Indirect As A Percent of Direct

Contractor Initials JD Page 1  
Date 6.5.13

Substance Abuse Treatment

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

I, Raymond S. Burton, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of the Grafton County Board of Commissioners  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on June 25, 2013  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of  
Governor's Commission Funding services.

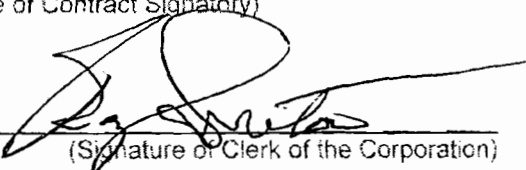
**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25th day of June, 2013.  
(Date Contract Signed)

4. Julie L. Clough is the duly ~~elected~~ <sup>appointed</sup> Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 25th day of June, 2013.

By Raymond S. Burton  
(Name of Clerk of the Corporation)

  
(Notary Public/Justice of the Peace)

Commission Expires: 12/31/13

(NOTARY SEAL)



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774	603	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not								
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2013	7/1/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>Fire Damage (Any one fire)</td><td style="text-align: right;">\$</td></tr> <tr><td>Med Exp (Any one person)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$ 5,000,000	General Aggregate	\$ 5,000,000	Fire Damage (Any one fire)	\$	Med Exp (Any one person)	\$
Each Occurrence	\$ 5,000,000											
General Aggregate	\$ 5,000,000											
Fire Damage (Any one fire)	\$											
Med Exp (Any one person)	\$											
<input type="checkbox"/>	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Combined Single Limit (Each Accident)</td><td></td></tr> <tr><td>Aggregate</td><td></td></tr> </table>	Combined Single Limit (Each Accident)		Aggregate					
Combined Single Limit (Each Accident)												
Aggregate												
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2013	7/1/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;"><input checked="" type="checkbox"/> Statutory</td><td></td></tr> <tr><td>Each Accident</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td style="text-align: right;">\$</td></tr> </table>	<input checked="" type="checkbox"/> Statutory		Each Accident	\$2,000,000	Disease - Each Employee	\$2,000,000	Disease - Policy Limit	\$
<input checked="" type="checkbox"/> Statutory												
Each Accident	\$2,000,000											
Disease - Each Employee	\$2,000,000											
Disease - Policy Limit	\$											
<input type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Blanket Limit, Replacement Cost (unless otherwise stated)</td><td></td></tr> </table>	Blanket Limit, Replacement Cost (unless otherwise stated)							
Blanket Limit, Replacement Cost (unless otherwise stated)												

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of NH, DHHS 105 Pleasant St Concord, NH 03301			<b>By:</b> <i>Tammy Denver</i>  <b>Date:</b> 6/5/2013    tdenver@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax





STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate  
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD/Access: 1-800-735-2964

May 24, 2012

Approved by: GTC  
 Date: 6/20/12  
 Item No.: 96  
 Contract No.: 1024221

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with County of Grafton (Vendor # 177397), 3865 Dartmouth College Highway, North Haverhill, NH, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$69,411.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$34,706.00
			Subtotal	\$34,706.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
 HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$34,705.00
			Subtotal	\$34,705.00
			Total	\$69,411.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Grafton County House of Corrections.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2012  
Page 2 of 4

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

County of Grafton was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$69,411.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

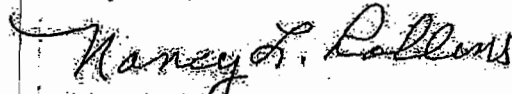
Area served: Grafton County House of Corrections.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2012  
Page 4 of 4

Source of Funds: 0% Federal Funds from Substance Abuse and Mental Health Services Administration,  
Substance Abuse Prevention and Treatment Block Grant, 95% General Funds and 5% Other (Highway) Funds.

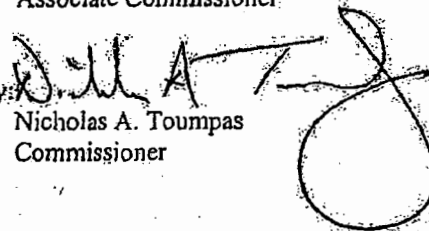
In the event that the Federal or Other Funds become no longer available, General Funds will not be  
requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/df



Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1. State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Grafton County		1.4 Contractor Address 3865 Dartmouth College Highway, North Haverhill, NH	
1.5 Contractor Phone Number 603-787-2010	1.6 Account Number 05-95-95-958410-1387-102-500734 05-95-95-958410-1388-102-500734	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$69,411.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature <i>Julie L. Clough</i>		1.12 Name and Title of Contractor Signatory Julie L. Clough, Executive Director	
1.13 Acknowledgement: State of New Hampshire, County of Grafton 522-12 On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Leslie A. Lackie</i>		LESLIE A. LACKIE, Notary Public My Commission Expires December 31, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>Nancy L. Rollins</i>		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Julie L. Clough</i> <i>Julie L. Clough, Attorney</i> On: <i>4 June 2012</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

#### 5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually

made hereunder, exceed the Price Limitation set forth in the block 1.8.

#### 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY

6.1 In connections with the performance of the Services the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.  
8. EVENT OF DEFAULT/REMEDIES.  
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):  
8.1.1 failure to perform the Services satisfactorily or on schedule;  
8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of or for which may be claimed to arise out of, the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2. herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each



Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

~~13. WORKERS' COMPENSATION~~

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services  
 Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

CONTRACTOR NAME: Grafton County

ADDRESS: 3865 Dartmouth College Highway, North Haverhill, NH

EXECUTIVE DIRECTOR: Julie Clough  
 TELEPHONE: 603-787-2019

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Number of clients to be served during the contract period	\$ Awarded
Outpatient	.92	Grafton County	29	\$69,411.00

B. Required Services

Priority Admission:

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters

(a) Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): ~~The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. These amounts may NOT be modified.~~

17. Renewal:

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted

providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

~~10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.~~

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

June 11, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*52.6% Federal  
47.4% General*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to exercise renewal options with vendors by increasing the price limitations by \$69,411 in aggregate from \$15,413,217 to \$15,482,628 in aggregate for a continuum of substance abuse treatment services state-wide and extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later.

Summary of contracted amounts by vendor:

<u>Vendor</u>	<u>Amount</u>
Grafton County	\$69,411
<b>TOTAL</b>	<b>\$69,411</b>

Funds to support this request are anticipated to be available in the following accounts in SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contracts without further approval from Governor and Executive Council.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% General Funds)

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)

Please see attachment for financial details

**EXPLANATION**

The requested action seeks approval of the 17<sup>th</sup> of 17 agreements (Governor and Council approved 15 of the agreements as a single item on June 5, 2013, as of this writing, the 16<sup>th</sup> agreement is on the agenda for June 19, 2013) and represents \$69,4121 of the \$7,741,314 total anticipated to be spent state-wide to provide a continuum of substance abuse treatment services via the accounting codes listed. These services include

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 11, 2013  
Page 2 of 4

community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children. This request seeks to exercise the renewal option that exists within each of the vendor contracts. This is the last of the agreements that remained to be presented to Governor and Executive Council for this procurement.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, these contracts will continue to allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The vendors were originally selected for this agreement through a competitive bid process. This request covers services for the period July 1, 2013 to June 30, 2014, and anticipates exercising the option to renew for one additional year as provided all of the previous vendor contracts, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with the listed vendors in State Fiscal Year 2013 in the amount of \$7,741,314 in the aggregate. This agreement represents level funding of all vendors.

The following performance measures will be used to measure the effectiveness of the agreements:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
    - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
    - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  - A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
    - i. Have completed a minimum of 6 sessions of outpatient treatment services
    - ii. Have completed a minimum of 8 days of intensive outpatient treatment services – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for I intensive outpatient treatment services) may be counted.
    - iii. Have completed a minimum of 14 days of residential treatment service
    - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. Group recovery support aftercare services are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care. These group recovery support services are for clients discharged from substance use disorder treatment services provided under contract with the Bureau of Drug and Alcohol Services on behalf of the Department, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received substance use disorder treatment from a different agency through the statewide care coordination program under agreement with the Bureau of Drug and Alcohol Services on behalf of the Department.

All treatment programs under contract with the Bureau of Drug and Alcohol Services on behalf of the Department are required to report on the National Outcome Measures (see attached) established by the Substance Abuse and Mental Health Services Administration, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the Electronic Health Record/Web Infrastructure Treatment System. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 11, 2013  
Page 4 of 4

Area served: Statewide for the entire procurement. Grafton County for this Request.

Source of Funds: 52.6% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant and 47.4% General .

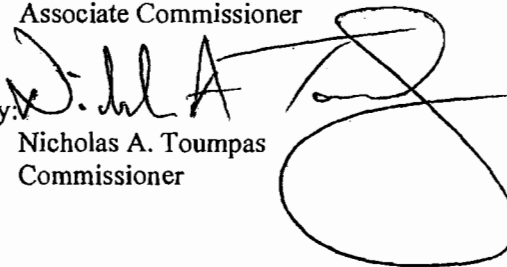
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner





**State of New Hampshire  
Department of Health and Human Services  
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 615 Amherst Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #110) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), and (Amendment #4 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$5,220,338.
4. Amend Exhibit B Amendment #4 by striking:
  - A. Funding for Exhibit A, Amendment #3  
For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$753,002.00 as follows:
    - 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
    - 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
    - 32% General funds.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

And inserting in its place:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$1,129,503 as follows:

- 65% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 15% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 20% General funds.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/13/15  
Date

Marilee Nihan  
NAME Marilee Nihan  
TITLE Deputy Commissioner

Greater Nashua Council on Alcoholism

11/10/15  
Date

Peter Kelleher  
NAME Peter Kelleher  
TITLE President and CEO

Acknowledgement:

State of NH, County of Hillsborough on 11/10/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Wendy Richards, Notary  
Name and Title of Notary or Justice of the Peace



Contractor Initials: [Signature]  
Date: 11/10/15



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

[Signature]  
Name: Megan A. Fada  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

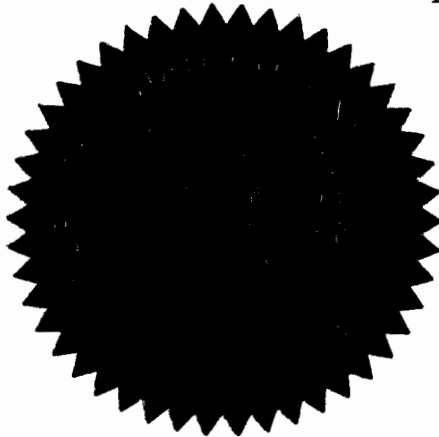
Contractor Initials: [Signature]  
Date: 11/10/15

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire nonprofit corporation formed December 16, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10<sup>th</sup> day of April, A.D. 2015



A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Laurie Goguen, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 11/10/15:  
(Date)

**RESOLVED:** That the President and CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 10<sup>th</sup> day of November, 2015.  
(Date Contract Signed)

4. Peter Kelleher is the duly elected President and CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laurie Goguen  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 10<sup>th</sup> day of November, 2015.

By Laurie Goguen  
(Name of Elected Officer of the Agency)

Wendy Nichols  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/4/19





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst	
	PHONE (A/C, No, Ext): 603-882-2766	FAX (A/C, No):
E-MAIL ADDRESS: kgutekunst@eatonberube.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hanover Insurance		
INSURER B : QBE Insurance Corp		
INSURER C : Lexington		
INSURER D :		
INSURER E :		
INSURER F :		

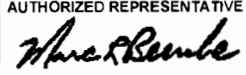
COVERAGES      CERTIFICATE NUMBER: 1348914431      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	ZBV970714702	7/1/2015	7/1/2016	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AHV9706003	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		UHV970913302	7/1/2015	7/1/2016	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	QWC3000636	11/26/2015	11/26/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
C	Professional Liability Abuse & Molestation Empl Benefits Liability		017570426	7/1/2015	7/1/2016	\$1,000,000 \$1,000,000 \$1,000,000	\$3,000,000 \$3,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Named Insureds:  
 Harbor Homes, Inc. - FID# 020351932  
 Harbor Homes II, Inc.  
 Harbor Homes III, Inc.  
 Healthy at Homes, Inc. -FID# 043364080  
 Milford Regional Counseling Service, Inc. -FID# 222512360  
 See Attached...

<b>CERTIFICATE HOLDER</b>  Contracts & Procurement DHHS, State of NH 129 Pleasant Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: HARHO

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

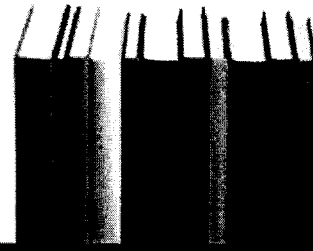
**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Southern New Hampshire HIV/AIDS Task Force -FID# 020447280  
Welcoming Light, Inc. -FID# 020481648  
HH Ownership, Inc.  
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859

# Web-Library

*An Internal Employee Resource Center*



Home

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Greater Nashua Council on Alcoholism, Inc. (Keystone Hall)

## **Mission Statement**

**To empower the chemically dependent person to  
Take responsibility toward recovery through  
Professional counseling in a caring environment**

## **Overview**

- **Greater Nashua area's only non-medical substance abuse detoxification/assessment center**
- **Uniquely geared to address needs for the homeless, uninsured and underinsured population**
- **Established in 1990 to serve both male and female clients**

[Back to Mission Statement and Overviews](#)



**GREATER NASHUA  
COUNCIL ON ALCOHOLISM**

**Financial Statements**

**For the Year Ended June 30, 2014**

**(With Independent Auditors' Report Thereon)**

## TABLE OF CONTENTS

	<u>Page</u>
<b>INDEPENDENT AUDITORS' REPORT</b>	1
<b>BASIC FINANCIAL STATEMENTS:</b>	
Statement of Financial Position	4
Statement of Activities	5
Statement of Functional Expenses	6
Statement of Cash Flows	7
Notes to the Financial Statements	8
<b>SUPPLEMENTARY INFORMATION:</b>	
Schedule of Program Services Expenses – Current Year	16
Schedule of Program Services Expenses – Prior Year	17

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Greater Nashua Council on Alcoholism

Additional Offices:  
Andover, MA  
Greenfield, MA  
Manchester, NH  
Ellsworth, ME

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Greater Nashua Council on Alcoholism, which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit

procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism, Inc. as of June 30, 2014, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited Greater Nashua Council on Alcoholism, Inc.'s fiscal year June 30, 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 9, 2013. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013 is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

#### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated January 15, 2015 on our consideration of the Greater Nashua Council on Alcoholism's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greater Nashua Council on Alcoholism's internal control over financial reporting and compliance.

*Melanson Heath*

January 15, 2015

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Financial Position

June 30, 2014

(With Comparative Totals as of June 30, 2013)

ASSETS

	<u>2014</u>	<u>2013</u>
Current Assets:		
Cash and cash equivalents	\$ 71,776	\$ 88,609
Accounts receivable, net of allowance	222,351	207,453
Other current assets	6,613	6,362
Total Current Assets	<u>300,740</u>	<u>302,424</u>
Property and equipment, net of accumulated depreciation	6,013,809	6,206,150
Restricted cash	<u>25,228</u>	<u>25,220</u>
Total Assets	<u>\$ 6,339,777</u>	<u>\$ 6,533,794</u>

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable	\$ 108,397	\$ 21,759
Accrued expenses and other liabilities	117,372	105,592
Current portion of mortgages payable	150,022	147,060
Total Current Liabilities	<u>375,791</u>	<u>274,411</u>
Long Term Liabilities:		
Due to related organizations	177,744	132,707
Mortgages payable, long-term	3,721,966	3,872,111
Mortgages payable, deferred	1,885,000	1,885,000
Total Long Term Liabilities	<u>5,784,710</u>	<u>5,889,818</u>
Total Liabilities	6,160,501	6,164,229
Unrestricted Net Assets	<u>179,276</u>	<u>369,565</u>
Total Liabilities and Net Assets	<u>\$ 6,339,777</u>	<u>\$ 6,533,794</u>

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Activities

For the Year Ended June 30, 2014

(With Comparative Totals for the Year Ended June 30, 2013)

Support and Revenue:	<u>2014</u>	<u>2013</u>
Support:		
State of New Hampshire	\$ 1,462,099	\$ 1,448,696
Federal grants	84,602	352,072
Donations	13,040	25,985
Other grants	6,136	4,000
Revenue:		
Medicaid	573,892	602,423
Third party insurance	42,767	-
Other income	28,026	4,978
Contracted services	21,110	21,400
Client billings, net of allowances and write-offs	(14,204)	70,904
Medicare	3,252	-
Interest income	41	36
	<u>2,220,761</u>	<u>2,530,494</u>
Total Support and Revenue		
Expenses:		
Program services	2,152,850	2,376,614
General and administrative	225,721	156,453
Fundraising	32,479	38,736
	<u>2,411,050</u>	<u>2,571,803</u>
Total Expenses		
Change in Net Assets	(190,289)	(41,309)
Unrestricted Net Assets, Beginning of Year	<u>369,565</u>	<u>410,874</u>
Unrestricted Net Assets, End of Year	<u>\$ 179,276</u>	<u>\$ 369,565</u>

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Functional Expenses

For the Year Ended June 30, 2014

(With Comparative Totals for the Year Ended June 30, 2013)

	<u>Program</u> <u>Services</u>	<u>General and</u> <u>Administrative</u>	<u>Fundraising</u>	<u>2014</u> <u>Total</u>	<u>2013</u> <u>Total</u>
Advertising	\$ 2,575	\$ 108	\$ 74	\$ 2,757	\$ 3,162
Accounting fees	-	7,075	-	7,075	9,675
Client services	63,568	239	-	63,807	100,089
Client transportation	13,628	-	-	13,628	10,935
Conferences and conventions	455	789	-	1,244	1,100
Contract services	7,799	17,606	-	25,405	167,639
Depreciation	191,406	4,685	-	196,091	199,349
Employee benefits	179,637	43,685	1,836	225,158	212,691
Food	92,960	-	-	92,960	92,991
Garbage and trash removal	2,558	68	-	2,626	2,118
Information technology	668	362	-	1,030	527
Insurance	12,430	947	-	13,377	15,922
Journals and publications	527	12	-	539	-
Membership dues	2,513	592	-	3,105	707
Miscellaneous	5,350	1,652	319	7,321	17,494
Mortgage interest	241,238	13,438	-	254,676	258,000
Office supplies	5,395	363	-	5,758	11,714
Operating and maintenance	53,428	1,627	-	55,055	70,496
Operational supplies	24,690	170	-	24,860	30,814
Payroll taxes	100,169	10,922	2,328	113,419	116,503
Postage	1,727	275	-	2,002	3,061
Professional fees	7,100	3,933	3,150	14,183	3,164
Salaries and wages	1,029,405	114,268	24,772	1,168,445	1,121,274
Snow removal	8,677	210	-	8,887	5,181
Staff development	3,728	29	-	3,757	7,713
Staff expenses	672	508	-	1,180	583
Staff travel	6,065	126	-	6,191	10,532
Telephone	3,107	72	-	3,179	5,420
Utilities	73,132	1,781	-	74,913	72,065
Vehicle expenses	18,243	179	-	18,422	20,884
	<u>\$ 2,152,850</u>	<u>\$ 225,721</u>	<u>\$ 32,479</u>	<u>\$ 2,411,050</u>	<u>\$ 2,571,803</u>

The accompanying notes are an integral part of these financial statements.



GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Cash Flows

For the Year Ended June 30, 2014

(With Comparative Totals as of June 30, 2013)

Cash Flows From Operating Activities:	<u>2014</u>	<u>2013</u>
Change in net assets	\$ (190,289)	\$ (41,309)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	196,091	199,349
(Increase) Decrease In:		
Accounts receivable	(14,898)	272,091
Promises to give	-	25,000
Other current assets	(250)	(6,362)
Increase (Decrease) In:		
Accounts payable	86,639	(29,716)
Accrued expenses and other liabilities	<u>11,780</u>	<u>(17,418)</u>
Net Cash Provided By Operating Activities	89,073	401,635
Cash Flow From Investing Activities:		
Purchase of fixed assets	(3,750)	(20,629)
Change in reserve for replacements	<u>(8)</u>	<u>(12)</u>
Net Cash Used By Investing Activities	(3,758)	(20,641)
Cash Flows From Financing Activities:		
Change in due to related organizations	45,035	(191,294)
Principal payments on long term debt	<u>(147,183)</u>	<u>(142,360)</u>
Net Cash Used By Financing Activities	<u>(102,148)</u>	<u>(333,654)</u>
Net Increase (Decrease)	(16,833)	47,340
Cash and Cash Equivalents, Beginning of Year	<u>88,609</u>	<u>41,269</u>
Cash and Cash Equivalents, End of Year	<u>\$ 71,776</u>	<u>\$ 88,609</u>
Supplemental disclosures of cash flow information:		
Interest paid	<u>\$ 255,421</u>	<u>\$ 252,071</u>

The accompanying notes are an integral part of these financial statements.

# GREATER NASHUA COUNCIL ON ALCOHOLISM

## Notes to the Financial Statements

### 1. **Organization:**

Greater Nashua Council on Alcoholism (the Organization) is a nonprofit organization providing recovery support services which are evidence-based, gender-specific, and culturally competent. The programs include residential, transitional housing, outpatient, intensive outpatient, family-based substance abuse services, pregnant and parenting women and children and offender re-entry services initiative.

### 2. **Summary of Significant Accounting Policies:**

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

#### Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

#### Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

### Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

### Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

### Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2014, management has taken into account a variety of factors.

### Property, Equipment and Depreciation

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

### Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying Statement of Activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

### Tax Status

Greater Nashua Council on Alcoholism is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2014, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

### Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

### 3. Concentration of Credit Risk - Cash and Cash Equivalents:

The carrying amount of the Organization's deposits with financial institutions was \$97,004 and \$113,829 at June 30, 2014 and 2013, respectively. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank. The bank balance is categorized as follows:

	<u>2014</u>	<u>2013</u>
Insured by FDIC	\$ <u>115,750</u>	\$ <u>153,103</u>
Total Bank Balance	\$ <u>115,750</u>	\$ <u>153,103</u>

### 4. Accounts Receivable, Net:

Accounts receivable at June 30, 2014 and 2013 consist mainly of amounts due from clients for services and miscellaneous charges.

### 5. Property, Equipment and Depreciation:

A summary of the major components of property and equipment is presented below:

	<u>2014</u>	<u>2013</u>
Land	\$ 742,500	\$ 742,500
Land improvements	1,743	1,743
Building	5,646,560	5,646,560
Building improvements	22,637	18,887
Furniture and fixtures	34,511	34,511
Equipment	11,276	11,276
Vehicles	<u>22,297</u>	<u>22,297</u>
Subtotal	6,481,524	6,477,774
Less: accumulated depreciation	<u>(467,715)</u>	<u>(271,624)</u>
Total	\$ <u>6,013,809</u>	\$ <u>6,206,150</u>

Depreciation expense for the years ended June 30, 2014 and 2013 totaled \$196,091 and \$199,349, respectively.

The estimated useful lives of the depreciable assets are as follows:

<u>Assets</u>	<u>Years</u>
Building and improvements	30
Land improvements	15
Furniture and fixtures	5 - 7
Equipment	5
Vehicles	5

**6. Reserve for Replacements:**

Reserve for replacements consist of funds required by the New Hampshire Housing Finance Authority and is used for the replacement of property with prior approval.

**7. Accrued Expenses and Other Liabilities:**

Accrued expenses and other liabilities consist of the following:

	<u>2014</u>	<u>2013</u>
Accrued payroll and related liabilities	\$ 105,848	\$ 94,111
Accrued interest	11,346	10,601
HAS liability	148	-
Other accruals	<u>30</u>	<u>880</u>
Total	<u>\$ 117,372</u>	<u>\$ 105,592</u>

**8. Due to Related Organizations:**

Due to related organizations represents long-term liabilities due to related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2014 are as follows:

	<u>2014</u>	<u>2013</u>
Current:		
Harbor Homes, Inc.	\$ 55,249	\$ 35,584
Healthy at Home, Inc.	95,440	94,930
Southern New Hampshire HIV/AIDS Task Force	<u>27,055</u>	<u>2,193</u>
Total	<u>\$ 177,744</u>	<u>\$ 132,707</u>

**9. Mortgages Payable:**

Long-term debt as of June 30, 2014 consisted of the following:

A mortgage payable to a local bank, due in monthly installments of \$10,133, including principal and interest at 5.00% for the first three years, adjusting on each three year anniversary date based on the prevailing three year Federal Home Loan Bank Amortizing Advance Rate plus three and one-quarter percent, maturing in 2042, secured by real property. \$ 1,821,818

A mortgage payable to New Hampshire Community Loan Fund, Inc., due in monthly installments of \$13,850, including principal and interest at 8.00%, maturing in 2032, secured by real property, guaranteed by a related organization. 1,850,170

A mortgage payable to NCB Capital Impact, due in 60 monthly consecutive installments of accrued and unpaid interest at 5.25%, requiring a principal reduction of \$100,000 per annum, maturing in 2015, secured by real property, guaranteed by a related organization. 200,000

Total 3,871,988

Less amount due within one year (150,022)

Long term debt, net of current portion \$ 3,721,966

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2015	\$ 150,022
2016	153,162
2017	56,553
2018	60,151
2019	63,992
Thereafter	<u>3,388,108</u>
Total	<u>\$ 3,871,988</u>

**10. Mortgages Payable, Deferred:**

The Organization has received special financing to partially fund a new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. The balance of these notes at June 30, 2014 and 2013 was \$1,885,000.

**11. Transactions with Related Parties:**

The Organization offers counseling services to the clients of related organizations. These services are provided whenever requested.

The Organization receives janitorial and maintenance services performed by clients of Harbor Homes, Inc., a related organization. The Organization also receives payroll services from the related organization.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore more meaningful separate statements have been prepared.

**12. Net Assets Released from Restriction:**

There were no restricted net assets during the year ended June 30, 2014, and as a result, no net assets were released from restrictions.

**13. Retirement Plan:**

After one year of continuous service with the Organization, employees may contribute a portion of their wages to a Section 403(b) retirement plan. The



Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the years ended June 30, 2014 and 2013 were \$26,267 and \$20,927, respectively.

**14. Operating Leases:**

The Organization leases office equipment under non-cancellable lease agreements that are scheduled to expire at various times through 2015. Equipment rental expense totaled \$9,500 for the year ended June 30, 2014. Estimated future minimum lease payments on these leases are as follows:

<u>Year</u>	<u>Amount</u>
2015	\$ 10,409
2016	<u>224</u>
Total	<u>\$ 10,633</u>

**15. Concentration of Risk:**

A material part of the Organization's revenue is dependent upon support from the State of New Hampshire and Medicaid, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2014, the State of New Hampshire accounted for 65% and Medicaid accounted for 26% of total revenues.

**16. Fair Value Measurements:**

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of

price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Mortgages payable	\$ 3,871,988	\$ 3,871,988	\$ -	\$ 3,871,988	\$ -
Mortgages payable, deferred	1,885,000	1,885,000	-	1,885,000	-
Due to related organizations	<u>177,744</u>	<u>177,744</u>	<u>-</u>	<u>-</u>	<u>177,744</u>
Total liabilities	<u>\$ 5,934,732</u>	<u>\$ 5,934,732</u>	<u>\$ -</u>	<u>\$ 5,756,988</u>	<u>\$ 177,744</u>

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.

	Fair Value Measurements Using Significant Unobservable Inputs Level Three
	<u>Due to</u>
Beginning balance June 30, 2013	\$ 132,707
Advances	114,210
Reductions	<u>(69,173)</u>
Ending balance June 30, 2014	<u>\$ 177,744</u>

**17. Subsequent Events:**

In accordance with the provisions set forth by FASB ASC, Subsequent Events, events and transactions from July 1, 2014 through January 15, 2015, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

On August 20, 2014, the Organization entered into a revolving line of credit agreement with the bank. Under this agreement \$250,000 is available to the Organization to provide for working capital requirements through September 30, 2016. Monthly interest only payments are required at a variable rate, adjusting daily at the Wall Street Journal Prime Rate plus 1.0%. Harbor Homes, Inc., a related party (see note 11), shall provide an unlimited and unconditional guaranty of payment.

Management has determined that there were no material events other than those noted above, that would require disclosure in the Organization's financial statements through this date.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2014

	28 Day Residential CMMIRI	90 Day Residential CMLIRI	Access To Recovery	After Care Driver Intervention	Cynthia Day Family Center CMH/IRI	DOJ	HUD Transitional Living	Intensive Outpatient	Outpatient	Project Recovering Lives	Other	Total
Advertising	\$ 386	\$ 709	\$ 14	\$ 14	\$ 1,268	\$ 25	\$ 59	\$ 34	\$ 34	\$ 32	\$ -	\$ 2,575
Client services	1,705	2,707	651	51	56,442	89	1,573	235	-	115	-	63,568
Client transportation	65	876	5,400	-	2,906	-	3,429	950	2	-	-	13,628
Conferences and conventions	67	120	2	2	225	4	20	5	5	5	-	455
Contract services	1,069	1,995	40	40	4,116	70	165	97	97	90	-	7,799
Depreciation	34,455	14,121	1,273	1,273	97,719	2,432	34,870	2,546	1,444	1,273	-	191,406
Employee benefits	28,729	38,163	771	202	59,398	2,974	8,991	13,170	18,052	7,652	1,535	179,637
Food	10,763	14,405	4	4	46,442	8	21,302	11	11	10	-	92,960
Garbage and trash removal	384	703	14	14	1,260	25	58	34	34	32	-	2,558
Information technology	100	184	4	4	329	6	15	9	9	8	-	668
Insurance	1,865	3,416	69	69	6,124	120	283	165	165	154	-	12,430
Journals and publications	75	134	3	3	273	5	14	7	7	6	-	527
Membership dues	343	619	12	12	1,143	21	83	29	224	27	-	2,513
Miscellaneous	782	1,234	17	17	2,546	29	605	41	41	38	-	5,350
Mortgage interest	36,196	66,313	1,334	1,334	118,840	2,322	5,485	3,212	3,212	2,990	-	241,238
Office supplies	641	1,139	21	21	2,342	47	262	158	706	58	-	5,395
Operating and maintenance	7,679	13,723	259	259	26,713	451	2,494	647	623	580	-	53,428
Operational supplies	3,051	4,528	34	34	12,344	59	4,400	82	82	76	-	24,690
Payroll taxes	15,383	20,712	490	103	36,815	1,149	4,019	5,480	8,263	7,092	663	100,169
Postage	258	472	10	10	847	17	38	23	23	21	8	1,727
Professional fees	752	2,064	28	28	2,469	1,449	114	67	67	62	-	7,100
Salaries and wages	158,528	190,064	5,522	444	355,152	13,522	46,088	67,294	102,363	82,806	7,622	1,029,405
Snow removal	1,302	2,363	48	48	4,275	84	197	116	116	108	-	8,677
Staff development	413	606	7	7	1,775	12	415	134	344	15	-	3,728
Staff expenses	100	179	4	4	331	6	22	9	9	8	-	672
Staff travel	725	1,241	21	21	2,211	1,350	347	51	51	47	-	6,065
Telephone	445	816	16	16	1,461	169	67	40	40	37	-	3,107
Utilities	11,056	20,256	408	408	35,745	709	1,675	981	981	913	-	73,132
Vehicle expenses	1,799	2,588	41	41	12,940	71	475	98	98	92	-	18,243
<b>Total program services expenses</b>	<b>\$ 319,136</b>	<b>\$ 406,470</b>	<b>\$ 16,517</b>	<b>\$ 4,483</b>	<b>\$ 894,451</b>	<b>\$ 27,225</b>	<b>\$ 137,565</b>	<b>\$ 95,725</b>	<b>\$ 137,103</b>	<b>\$ 104,347</b>	<b>\$ 9,828</b>	<b>\$ 2,152,850</b>

See Independent Auditors' Report.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2013

	28 Day Residential CMMHRT	90 Day Residential CMLHRT	Access To Recovery	Cynthia Day Family Center CMHIRT	DOJ	HUD Transitional Living	Intensive Outpatient	Outpatient	Project Recovering Lives	Other	Total
Advertising	\$ 386	\$ 262	\$ 20	\$ 895	\$ 30	\$ 239	\$ 539	\$ 42	\$ 506	\$ 20	\$ 2,939
Accounting fees	985	557	54	1,549	72	445	189	217	102	56	4,226
Client services	5,367	8,445	4,434	73,759	282	2,155	1,847	1,348	1,320	461	99,428
Client transportation	109	465	4,200	2,405	-	2,626	710	420	-	-	10,935
Conferences and conventions	-	660	-	-	116	40	-	-	-	-	816
Contract services	7,457	1,607	263	3,018	131,447	585	4,199	2,954	22	271	151,823
Depreciation	33,661	22,170	1,260	96,629	2,374	31,660	2,543	1,543	1,372	1,251	194,463
Employee benefits	44,414	28,011	1,565	63,793	19,087	6,711	10,918	17,270	8,651	675	201,095
Food	8,547	25,628	87	51,308	166	6,384	173	98	87	87	92,565
Garbage and trash removal	310	568	11	1,019	20	47	28	28	26	11	2,068
Insurance	2,353	1,891	87	7,725	150	357	71	209	206	2,494	15,543
Membership dues	-	-	-	-	-	-	178	-	-	-	178
Miscellaneous	1,172	425	31	1,550	211	49	2,279	2,322	2,279	32	10,350
Mortgage interest	36,429	66,741	1,343	119,607	2,338	5,520	3,233	3,233	3,009	1,343	242,796
Office supplies	1,680	859	88	2,757	404	620	1,766	1,113	17	91	9,395
Operating and maintenance	4,521	18,332	480	33,512	784	3,011	3,697	2,643	1,317	483	68,780
Operational supplies	6,178	6,477	205	11,767	254	3,475	414	1,543	55	211	30,579
Payroll taxes	22,727	18,051	444	33,519	9,434	2,396	4,161	6,911	7,181	432	105,256
Postage	527	252	35	666	42	166	77	95	7	36	1,903
Professional fees	-	-	-	-	2,814	-	50	-	-	-	2,864
Salaries and wages	218,707	171,721	4,275	322,802	90,789	23,043	40,046	66,511	69,109	4,154	1,011,157
Snow removal	759	1,392	28	2,492	48	115	67	67	63	28	5,059
Staff development	1,879	1,118	148	1,325	1,026	270	393	1,401	-	153	7,713
Staff expenses	308	1	-	-	-	-	-	-	-	-	309
Staff travel	556	378	81	876	5,765	128	213	157	90	328	8,572
Telephone	983	542	70	999	646	156	448	470	11	72	4,397
Utilities	11,095	18,591	439	34,234	732	2,135	1,019	1,059	831	441	70,576
Vehicle expenses	3,672	3,741	47	12,144	56	883	91	130	17	48	20,829
<b>Total program services expenses</b>	<b>\$ 414,782</b>	<b>\$ 398,885</b>	<b>\$ 19,695</b>	<b>\$ 880,350</b>	<b>\$ 269,097</b>	<b>\$ 93,216</b>	<b>\$ 79,349</b>	<b>\$ 111,784</b>	<b>\$ 96,278</b>	<b>\$ 13,178</b>	<b>\$ 2,376,614</b>

See Independent Auditors' Report.

**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich - [REDACTED]

**Treasurer**

- (Chair, Finance Committee)
- (Facilities Committee)
- (Executive Committee)

Joel Jaffe - [REDACTED]

**Asst. Secretary**

- (Chair, Executive Committee)

Vincent Chamberlain - (6/15)

**Chair of the Board**

Lynn King - [REDACTED]

**Vice Chair**

- (Chair, RDP Committee)

Laurie Des Rochers - (6/15)

- (Facilities Committee)

Melissa Knight - [REDACTED]

- (HCC Oversight Committee)

Phil Duhaime - [REDACTED]

- (Governance Committee)
- (Executive Committee)

Naomi Moody - [REDACTED]

- (no committee assignment)

Laurie Goguen - (6/15)

**Secretary**

- (Chair, Governance Committee)
- (HCC Oversight Committee)
- (Executive Committee)

Rick Plante - [REDACTED]

- (Chair, Facilities Committee)
- (RDP Committee)

Nathan Goodwin - [REDACTED]

- (Governance Committee)
- (RDP Committee)

Phil Richard - [REDACTED]

- (Facilities Committee)
- (Governance Committee)

Alphonse Haettenschwiler - (6/15)

- (Finance Committee)
- (Chair, HCC Oversight Committee)

Dan Sallet - [REDACTED]

- (Finance Committee)

**PETER J. KELLEHER, CCSW, LICSW**



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**PROFESSIONAL EXPERIENCE**

- 2006-Present** President & CEO, Southern NH HIV Task Force
- 2002-Present** President & CEO, GNCA, Inc. Nashua, NH
- 1997-Present** President & CEO, Healthy At Home, Inc., Nashua, NH
- 1995-Present** President & CEO, Milford Regional Counseling Services, Inc., Milford, NH
- 1995-Present** President & CEO, Welcoming Light, Inc., Nashua, NH
- 1982-Present** President & CEO, Harbor Homes, Inc., Nashua, NH  
Currently employed as chief executive officer for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a \$10,000,000 operating budget; proposal development resulting in more than \$3,000,000 in grants annually; oversight of 330 management and direct care professionals.
- 2003-2006** Consultant  
Providing consultation and technical assistance throughout the State to aid service and mental health organizations
- 1980 - 1982** Real Estate Broker, LeVaux Realty, Cambridge, MA  
Successful sales and property management specialist.
- 1979 - 1980** Clinical Coordinator, Task Oriented Communities, Waltham, MA  
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/ mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** Faculty, Middlesex Community College, Bedford, MA  
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA  
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976** Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA  
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976** Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA  
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

**EDUCATIONAL EXPERIENCE**

- 1975 - 1977 Simmons College School of Social Work, Boston, MA  
Cambridge-Somerville Community Mental Health Program, MSW
- 1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

**LICENSES AND CERTIFICATIONS**

- 1979 Licensed Real Estate Broker – Massachusetts
- 1989 Academy of Certified Social Workers – NASW
- 1990 Licensed Independent Clinical Social Worker - Massachusetts
- 1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

**PLACEMENTS**

- 1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA  
Individual, group, and family counseling to hospitalized patients.
- 1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA  
Similar to above.

**FIELD SUPERVISION**

- 1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
- 1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
- 1990 - 1991 Rivier College, Department of Psychology, Nashua, NH
- 1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

**AWARDS**

- Valedictorian Award received at high school graduation;
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007

**MEMBERSHIPS**

- Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
- Former Chair, Greater Nashua Continuum of Care
- National Association of Social Workers
- Board Member, Greater Nashua Housing & Development Foundation, Inc.
- Former Member, Rotary Club, Nashua, NH



Patricia A. Robitaille, CPA

TEL:

## **PROFILE**

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- 12 years experience in Public Accounting
- Management experience
- Diversified industry exposure
- Counselor and mentor
- Training experience
- Knowledge of multiple computer programs
- Excellent client rapport
- Tax preparation experience

## **PROFESSIONAL EXPERIENCE**

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Jan. 2009-Present *Vice President of Finance* Harbor Homes, Inc. and Affiliates

Jan. 2007 – Oct. 2008 *Audit Manager* Ernst Young LLP, Manchester, NH

- Managed audits of private corporations with revenues up to \$200 million
- Assisted as manager of audits for public corporations with revenues up to \$400 million
- Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
- Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
- Prepared management comments in conjunction with material weakness or significant deficiencies

Jun. 1997 – Jan. 2007 *Audit Supervisor* Melanson Heath & Company, P.C., Nashua, NH

- Supervise/train various teams for commercial, not-for-profit, and municipal audits and agreed upon procedures
- Audit services include balance sheet reconciliation including inventory control
- Preparation and presentation of financial statements
- Preparation of management comment letters for internal quality improvement
- Assist clients with all aspects of accounting
- Preparation of budgets and cash forecasting
- Consulting services to clients including maximization of profits
- Extensive corporate tax preparation experience

1993 – 1997 *Accounting/Office Manager* Hammar Hardware Company, Nashua, NH

- Management of a five-person staff
- Oversee accounts receivable, accounts payable and general ledger reconciliation
- Responsible for inventory management, preparation for year-end audit and collaboration with external auditors
- Prepared monthly internal financial statements
- Responsible for payroll including quarterlies and year-end reporting

## **EDUCATION**

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1988-1991 Rivier College, Nashua, NH – Bachelor of Science, Accounting

## **OTHER ACHIEVEMENTS**

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Licensed Certified Public Accountant in the State of New Hampshire  
Member of the New Hampshire Society of Certified Public Accountants  
Member of the American Institute of Certified Public Accountants

## **SOFTWARE EXPERIENCE**

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Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks, Peachtree, T-Value, various auditing software programs

**Annette Escalante, MSW, LADC**

To locate a position where I can utilize my skills and experience to develop programs and services for the economically disadvantaged.

**Undergraduate Degree:** Springfield College, BA Major: Human Services  
**Graduate Degree:** University of New Hampshire, MSW Major: Social Work  
**Currently working towards LICSW**

**Licensed Alcohol Drug Counselor (LADC) State of New Hampshire**

<p><u>Areas of Experience:</u></p> <ul style="list-style-type: none"> <li>• Substance Abuse</li> <li>• HIV/AIDS</li> <li>• Domestic Violence/ Rape Crisis</li> <li>• Outreach to Sex Workers</li> <li>• Detoxification Programs</li> <li>• Correctional Institutions</li> <li>• Culturally Diverse Populations</li> <li>• Federally Funded Programs</li> <li>• Gender Specific Programming for Women</li> </ul>	<p><u>Skill Sets:</u></p> <ul style="list-style-type: none"> <li>• Budget Development</li> <li>• Grant Writing/Report Management</li> <li>• Program Planning and Evaluation</li> <li>• Regulatory Compliance</li> <li>• Policy and Procedure Development</li> <li>• Supervisory Experience</li> <li>• Program Development</li> <li>• Group, Family and Individual Counseling</li> <li>• Community Networking</li> <li>• Volunteer Coordination</li> </ul>
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**7/09-Present: Vice President**  
 Keystone Hall, Nashua, NH

In this position, my responsibilities include:

- Oversight of all clinical and administration programs and personnel.
- Develop and supervise provisions of all clinical records and programs offered by the Agency.
- Works in conjunction with CEO to establish goals and plans for long-term financial and clinical success of the Agency.
- Manage overall budgets, funding sources and accounting to ensure integrity and compliance with regulations.
- Maintain personnel records.
- Grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Screen, train, and supervise existing and new staff to develop and build an effective organization.
- Perform staff job performance evaluations.
- Build and maintain effective relationships with government agencies, service providers, community partners, volunteers, and philanthropic organizations.
- Maintain a high level of professional and ethical standards.
- Any and all other duties as assigned by the CEO.

**11/2007-7/09: Administrator of Women Offenders and Family Services**

**New Hampshire Department of Corrections-Commissioner's Office, Concord, NH.**

**In this position, my responsibilities included:**

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.
- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.
- Review and provide feedback on an ongoing basis on all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.
- Establish and coordinate partnerships, and maintain working relationships within the department of health and human services, with other government agencies, with communities, and with community-based organizations, volunteers, advocacy groups, the academic community, and other external stakeholders.
- Developed and implemented a Trauma Training for the New Hampshire Department of Corrections Academy. Currently working on Trauma Training for the New Hampshire Police Academy.
- Provide technical assistance to the women's facility warden and field managers regarding issues related to women offenders and gender-responsive programs, services, and practices.
- Provide input regarding necessary data collection and evaluation to measure effective programming and supervision of women offenders.
- Consult with and provide input with other directors regarding appropriate levels of staffing in both the field and institutions responsible for the management of women offenders.
- Confer with and make recommendations to the commissioner regarding women offender supervision and services, oversee the planning, development, and implementation of training guidelines for staff working with women offenders, and recommend changes in duties assigned to casework and security staff who work with women offenders.
- Act as a resource in cases of staff sexual misconduct involving women offenders and provide input into personnel actions for addressing misconduct involving staff who work with women offenders and misconduct involving women offenders.
- Prepare budget recommendations regarding women offenders' program services consistent with the departmental budget cycle. Engage in budget formation, grant applications, and resource allocation activities related to women offenders as assigned.
- Act as liaison to the Interagency coordinating council for women offenders and the department of corrections.

**2009: Springfield College Adjunct Professor**

**In this position, my responsibilities include:**

- Teaching graduate and undergraduate course.
- Courses include Family Therapy and Cultural Diversity, Addiction Studies and Mental Health Practicum.
- Serving as a field advisor for students.

**11/2008-current: Therapist**

**RTT Associates-Manchester, NH**

In this per diem position, my responsibilities include:

- Provide individual counseling for men and women to deal with substance abuse and mental health issues weekly using Motivational Interviewing, Behavioral Therapy and Cognitive Behavioral Therapy.
- Provide LADC evaluations.
- Provide assessments.
- Provide recommendations to courts and other referrals sources and coordinate care with mental health providers.

**5/1999-present: Impaired Driver Intervention Program Instructor**

**Serenity Place, Manchester, NH**

In this per diem position, my responsibilities include:

- Provide 20 hours of alcohol and other drug education classes to mandated clients for first offense Driving While Intoxicated (DWI).
- Provide Spanish speaking classes.
- Provide exit interviews to determine license eligibility.

**9/2005-11/2007: Correctional Counselor/Case Manager-Changed to Program Coordinator**

**New Hampshire Department of Corrections, Goffstown, NH.**

In collaboration with other management staff, my job responsibilities include creation and implementation of a gender specific trauma informed programs for female offenders. My other job responsibilities include:

- Evaluate substance abuse program for successful outcomes and to ensure best practice criteria are met.
- Supervise substance abuse programs for female offenders at NH State Prison for Women and Shea Farm Transitional Housing Unit.
- Supervision of Counselor/Case Managers at the Women's Prison and Shea Farm
- Responsibility for Program Development and Assessment.
- Supervision of MSW interns and volunteers.
- Responsible for assuring substance abuse programs for female offenders are in compliance with ACA guidelines.
- Provide intake, assessments, LADC evaluations, treatment recommendations, consultation and coordinate care with mental health, classification, Parole and Probation, and community based organizations.
- Coordinate entry into treatment programs for female offenders in the community.
- Counsel inmates on various personal issues in regard to their transition and continued adjustment into the community, as well as adjustment within the correctional system.
- Provide clinical services to inmates with substance abuse and mental health disorders.
- Provide crisis counseling and conflict resolution.
- Provide groups such as Anger Management and Victim Impact for female offenders.
- Provide translation for Spanish speaking clients.

**5/2004-9/2005: Social Worker/Youth Counselor- City of Manchester Youth Services, Manchester, NH**

- Provided crisis counseling to juvenile offenders and their families in the Manchester area.
- Directed youth toward productive behavior away from delinquency.
- Provided Group, individual counseling and family therapy. (Motivational Interviewing and Cognitive Behavioral Therapy).
- Substance Abuse individual counseling.
- Perform CHINS petitions.
- Admission/discharge planning and community networking working with diverse

services within the community.

- Provide a four-session self-assessment of the use and misuse of alcohol/drug (court mandated for those clients under 21 yrs of age).
- Provide translation for Spanish speaking clients.

**6/2000-5/2004: Program Monitor- New Hampshire Housing Finance Authority, Bedford, NH.**

- Monitored low- income residents in the State of New Hampshire for the Section 8 Program.
- Assessed and performed income changes for participants in the Section 8 Program, home ownership and Family Self Sufficiency programs.
- Performed home inspections for program participants yearly to make sure their rental properties were up to HUD and city codes.
- Admission/discharge planning and community networking.
- Provided conflict resolution with program participants and landlords.
- Made referrals to supportive services.
- Provided assistance in locating affordable housing.
- Provide translation services for Spanish speaking tenants, landlords and staff members.

**9/1999-6/2000: Correctional Counselor/Case Manager-, New Hampshire Department of Corrections, Laconia, NH.**

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.
- Provided case management services.
- Counseled inmates on various personal issues in regard to their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

**11/1997-9/1999: Outreach Program Coordinator-New Hampshire AIDS Foundation, Manchester, NH.**

- Program planning, development and implementation of a new drop-in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Manchester, New Hampshire.
- Budget planning and grant writing.
- Responsible for evaluation of the program's effectiveness through management of a data base of statistics and monitoring of program outcomes.
- Policy and procedure development.
- Responsible for assuring regulatory compliance with State of NH guidelines for the funding received.
- Provided supervision of all staff and volunteers at the Pine Street Prevention Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided short term clinical services to clients with substance abuse disorders.
- Provide crisis counseling and conflict resolution.
- Provided street outreach to substance abusers and sex workers.
- Provided outreach with the Manchester Health Department's Mobile Van twice a week.
- Provided translation services for Spanish speaking clients.

**7/1996-11/1997: Youth Outreach Counselor- City of Manchester Office of Youth Services, Manchester, NH.**

- Provided street outreach to youth at risk.
- Provided referrals and mentoring.
- Provided short term clinical services to clients with substance abuse disorders.
- Coordinated crisis intervention for at risk clients.
- Provide crisis counseling and conflict resolution.
- Provided translation services for Spanish speaking clients.

**6/1994-7/1996: Substance Abuse Counselor- Providence Hospital, Holyoke, MA.**

- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services, group and individual counseling to clients with substance abuse disorders.
- Responsible for coordination of case management services.
- Completed intake and referrals for eligible clients.
- Facilitated Twelve-Step Groups.
- Facilitated Spanish Speaking Support Groups.
- Coordinated Methadone intakes and insurance billing.
- Provided translation services for Spanish speaking clients

**11/1993-6/1995: Bridge Team Leader- AIDS Allies, Springfield, MA.**

In this part time position, I was responsible for :


- Program development and planning of a drop in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Springfield Massachusetts.
- Responsible for policy and procedure development.
- Responsible for assuring regulatory compliance with the Springfield Health Department funding guidelines.
- Evaluated and supervised all staff and volunteers at the Drop in Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services to clients with substance abuse disorders including counseling and case management/advocacy.
- Provided clothing and created a safe place for sex workers and intravenous drug abusers.
- Provided translation services for Spanish speaking clients.

**2/1990-6/1994: Counselor Advocate-YWCA, Springfield, MA.**

- Provided clinical services to clients affected by domestic violence.
- Provided twenty-four hour hotline coverage for abuse and sexual assault victims.
- Provided Legal advocacy.
- Coordinated services with community providers to ensure appropriate services for clients.
- Facilitated support groups for Spanish speaking clients.
- Provided HIV/AIDS education to residents of the shelter.
- Responsible for assisting with the collection of billing data and demographic and service statistics.
- Provided substance abuse counseling, rape crisis counseling and support groups to the Latina community.
- Provided translation services for Spanish speaking clients.



Spanish (Verbal and Written)

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- Manchester Cultural Diversity Task Force
  - Latinos Unidos of NH Advisory Board

2004-2008  
2005-current

- 
1. Lori Seog Bureau of Programs/NH DOC
  2. Lily Ramos-Spooner Director of Operations/GMAP
  3. Edda Cantor Executive Director/Leadership NH



**CONTRACTOR NAME**

**Key Personnel**

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Peter Kelleher	President & CEO	\$171,099	0%	\$0
Annette Escalante	VP of Operations	\$88,000	0%	\$0
Patricia Robitaille	VP of Finance	\$102,856	0%	\$0



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State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 615 Amherst Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #110) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$4,843,837.00.
3. Add Exhibit A-1, Scope of Services.
4. Delete in its entirety Exhibit B Amendment #3, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7/20/15  
Date

Kathleen Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Greater Nashua Council on Alcoholism

7/17/15  
Date

Peter Kelleher  
NAME Peter Kelleher  
TITLE President & CEO

Acknowledgement:

State of NH, County of Hillsborough on 7/17/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Karyn J. Smith  
Name and Title of Notary or Justice of the Peace

**KARYN J. SMITH, Notary Public**  
My Commission Expires February 26, 2020

Contractor Initials: JK  
Date: 7/17/15

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 8/3/15

  
Name: \_\_\_\_\_  
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Contractor Initials: JK  
Date: 7/17/15



Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

*PN*  
1/17/15



Exhibit A-1

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

DN  
7/17/15



## Method and Conditions Precedent to Payment

### I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

#### A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$753,002.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

#### B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed \$20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with funding requirements.

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

### II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

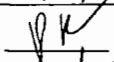
The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

  
7/17/15



1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult, including pregnant and parenting women	\$100.00/day	\$700 (7 days) /week
X	Low-Intensity – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
X	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
X	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	\$30 per hour per staff person	Up to \$6,770
X	Medication Assisted Treatment Services:	According to	Up to \$67,760

  
 7/17/15





Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
	Physician Visits and Medication	Exhibit B-2 Medication Assisted Treatment Services Fee Table	

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

  
 7/17/15



**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

  
7/17/15



It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or



local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

**IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services**

- A. Payment for said services shall be made as follows:
  - i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
  - ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.  
The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
- C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved project, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked, and amounts being billed for the specific project.
- D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

*[Handwritten Signature]*  
Date 7/17/15

## CERTIFICATE OF VOTE

1. David Aponovich, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 07/17/15:  
(Date)

**RESOLVED:** That the President & CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 17<sup>th</sup> day of July, 2015.  
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David A. Aponovich  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2015.

By David Aponovich  
(Name of Elected Officer of the Agency)

Karyn Smith  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: KARYN J. SMITH, Notary Public  
My Commission Expires February 25, 2020



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 615 Amherst Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #110) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$4,823,837.00.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.
8. Add Exhibit B-2 Medication Assisted Treatment Fee Schedule

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



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9. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.
  10. Add Exhibit C-1, Revisions To General Provisions.
  11. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
  12. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
  13. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
  14. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
  15. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
  16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/27/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Greater Nashua Council on Alcoholism

5/11/15  
Date

Peter Kelleher  
NAME Peter Kelleher  
TITLE President and CEO

Acknowledgement:

State of New Hampshire, County of Hillsborough on 5/11/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Wendy Nichols Notary  
Name and Title of Notary or Justice of the Peace





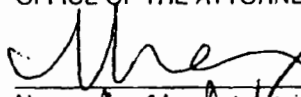
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Date 4/3/15

OFFICE OF THE ATTORNEY GENERAL

  
Name: William G. Goff  
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A Amendment #3

Scope of Services

**A. Population Served**

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

**B. Required Treatment Services**

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	Treatment Services
X	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b> Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b> Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
X	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1)</b> Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1) – Pregnant Women -</b> Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medlum Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) -</b> Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medlum Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women -</b> High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</p>
X	<p><b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5) -</b> Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
X	<p><b>Recovery Support Services:</b>            Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.            Types of Recovery Support Services are listed below:</p>
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><b>Recovery Support Services</b> as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Medication Assisted Treatment with Buprenorphine – Phase I</b>            The Contractor will develop a work plan, for DHHS approval, for integrating medication assisted treatment with buprenorphine into the treatment services denoted by an "X" described above. The Contract may seek technical assistance in developing this plan through the New Hampshire Center for Excellence. The Contractor will bill for staff time only, as described in Exhibit B, during Phase 1. The Contractor's work plan will include at a minimum the following:</p> <ul style="list-style-type: none"> <li>• The steps to be taken to begin offering medication assisted treatment with buprenorphine, including the responsible individuals and expected timing.</li> <li>• The provider(s) you will work with for prescription and medical oversight of buprenorphine, including a Memorandum of Understanding with each provider regarding billing and payment practices and how the parties will interact to ensure that integrated care is provided.</li> </ul>
X	<p><b>Medication Assisted Treatment with Buprenorphine – Phase II</b>            The Contractor will Implement the Phase 1 work plan upon DHHS approval, which includes the administration of the physician service and medication to clients. The Contractor will bill for staff time (only for continued planning of the service delivery), physicians visits, and medication as described in Exhibit B, during Phase 2. Medication Assisted Treatment Services provided in Phase 2 are subject to all contract provisions described in this Agreement.</p>

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

C. **Required Provisions for Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

**Access to Services:**

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level



**Exhibit A Amendment #3**

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1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and



Exhibit A Amendment #3

- c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be



**Exhibit A Amendment #3**

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made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment or
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:



**Exhibit A Amendment #3**

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DHHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening,

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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testing, counseling and referral for medical treatment.

**Physical location and facilities:**

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

**Culturally and Linguistically Appropriate Standards of Care:**

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall,



Exhibit A Amendment #3

upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.

5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.



**Exhibit A Amendment #3**

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**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

**Publications Funded Under Contract:**

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

**Student Internships:**

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

**Staff Licensing Requirements:**

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

**Staff Certification Requirements:**

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.qencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

**Supervision:**

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. **New Hires:** The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. **Vacancies:** The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



**Exhibit A Amendment #3**

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misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$ \$753,002.00 as follows:

- 65% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 15% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 20% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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*PK*

*5/11/15*



Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult, including pregnant and parenting women	\$100.00/day	\$700 (7 days) /week
X	Low-Intensity – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
X	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
X	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	\$30 per hour per staff person	Up to \$6,770
X	Medication Assisted Treatment Services: Physician Visits and Medication	According to Exhibit B-2 Medication Assisted Treatment Services Fee Table	Up to \$67,760



\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

### III. Performance Incentives:

#### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.

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5/11/15



- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

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**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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Exhibit B-2  
Medication Assisted Treatment Services  
Fee Schedule  
Effective July 1, 2015

<b>Service</b>	<b>Rate</b>
<b>Physician Services</b>	
99201: New patient office or other outpatient visit, typically 10 minutes	\$ 20.16
99202: New patient office or other outpatient visit, typically 20 minutes	\$ 33.60
99203: New patient office or other outpatient visit, typically 30 minutes	\$ 42.56
99204: New patient office or other outpatient visit, typically 45 minutes	\$ 63.84
99205: New patient office or other outpatient visit, typically 60 minutes	\$ 80.64
99211: Office or other outpatient visit for the evaluation and management of an established patient, that may not require the presence of a physician or other qualified health care professional. usually, the presenting problem(s) are minimal. Typically, 5 minutes are spent performing or supervising these services.	\$ 15.43
99212: Established patient office or other outpatient visit, typically 10 minutes	\$ 31.10
99213: Established patient office or other outpatient visit, typically 15 minutes	\$ 42.72
99214: Established patient office or other outpatient, visit typically 25 minutes	\$ 65.79
99215: Established patient office or other outpatient, visit typically 40 minutes	\$ 75.04
<b>Medication</b>	
Suboxone 2mg-0.5mg film	\$ 3.96
Suboxone 4mg-1mg film	\$ 7.10
Suboxone 8mg-2mg film	\$ 7.10
Suboxone 12mg-3mg film	\$ 14.19
Bunavail 2.1-0.3mg film	\$ 7.10
Bunavail 4.2-0.7mg film	\$ 7.10
Bunavail 6.3-1mg film	\$ 14.19
buprenorphine 2mg SL tab	\$ 1.64
buprenorphine 8mg SL tab	\$ 3.06
buprenorphine/naloxone (generic for Suboxone) 2-0.5mg SL tab	\$ 4.09
buprenorphine/naloxone (generic for Suboxone) 8-2mg SL tab	\$ 7.34
Zubsolv 1.4-0.36mg tab	\$ 3.54
Zubsolv 5.7-1.4mg tab	\$ 7.09
Zubsolv 8.6-1mg tab	\$ 10.64





SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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5/11/15



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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5/11/15



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$5,000,000.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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5/11/15

New Hampshire Department of Health and Human Services  
Exhibit D Amendment #1



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: Greater Nashua Council on Alcoholism

5/11/15  
Date

  
Name: Peter Kelleher  
Title: President and CEO

Contractor Initials PK  
Date 5/11/15





**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5/11/15  
Date

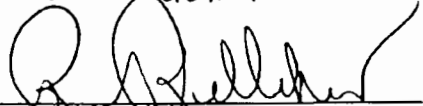
Contractor Name: Greater Nashua Council on Alcoholism  
  
Name: Peter Kettler  
Title: President and CEO



Exhibit F Amendment #1

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*[Handwritten Signature]*



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

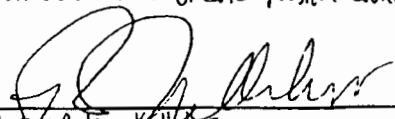
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Greater Nashua Council on Alcoholism

5/11/15  
Date

  
\_\_\_\_\_  
Name: Peter Kelleher  
Title: President and CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/27/14  
Rev. 10/21/14

Page 1 of 2

Date 5/11/15

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

5/11/15  
Date

Contractor Name: Greater Nashua Council on Alcoholism

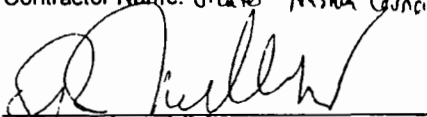
  
Name: Peter Kelleher  
Title: President and CEO

Exhibit G

Contractor Initials PK

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *Greater Nashua Council on Alcoholism*

5/11/15  
Date

  
Name: *Peter Kelleher*  
Title: *President and CEO*

Contractor Initials *PK*  
Date 5/11/15



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**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*PK*

5/11/15



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials

*PH*

Date 5/11/15

New Hampshire Department of Health and Human Services  
Exhibit I Amendment #1



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/27/15  
Date

Greater Nashua Council on Alcoholism  
Name of the Contractor

Peter Kelleher  
Signature of Authorized Representative

Peter Kelleher  
Name of Authorized Representative

President & CEO  
Title of Authorized Representative

5/11/15  
Date

**CERTIFICATE OF VOTE**

I, David Aponovich, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 5/11/15:  
(Date)

RESOLVED: That the President and CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11<sup>th</sup> day of May, 2015.  
(Date Contract Signed)

4. Peter Kelleher is the duly elected President and CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David J. Aponovich, Trans.  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2015.

By David Aponovich  
(Name of Elected Officer of the Agency)

Wendy Nichols, Notary  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/4/19



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



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State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 615 Amherst Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 110) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-29900000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$4,070,835
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/14  
Date

[Signature]  
NAME  
TITLE Director

Greater Nashua Council on Alcoholism

5/21/14  
Date

[Signature]  
NAME Peter Kelleher  
TITLE President & CEO

Acknowledgement:

State of NH, County of Hillsborough on 5/21/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

LAUREL A. LEFAVOR, Notary Public  
My Commission Expires September 22, 2015

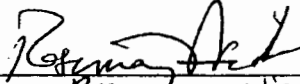
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

  
Name: Rosemary Wiant  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

**Service Table** - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
X	<i>Outpatient Treatment (ASAM Level 1)</i> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</i> – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<i>Intensive Outpatient Treatment (ASAM Level 2.1)</i> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</i> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<i>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</i> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	<i>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</i> - Low-Intensity Residential Treatment as identified above provided to

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

	pregnant & parenting women.
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
X	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHPPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<i>Recovery Support Services</i> as identified above provided to pregnant & parenting women.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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C. *Required Services*

*Priority Admission:*

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

*Required Outreach:*

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

*Health Facilities Administration Licensing Requirements:*

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

*Capacity Reporting:*

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.



Exhibit A Amendment #2

- b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the ~~BDAS-published sliding fee scale.~~
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

***Sliding Fee Scale:***

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



**Exhibit A Amendment #2**

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With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



**Exhibit A Amendment #2**

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the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
  - NRT Patch,
  - NRT Nasal Spray,
  - NRT Lozenge,
  - NRT Inhaler,
  - Varenicline (Chantix),
  - Bupropion (Zyban),
  - Group Counseling and/or
  - Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling.
- For more information, visit the website at:  
<http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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1. **New Hires:** The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. **Vacancies:** The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

***Performance Measures:***

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

***Data and Reporting Requirements:***

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

***Critical Incident/Sentinel Event Reporting:***

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Exhibit B Amendment #2

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Effective July 1, 2014 through June 30, 2015, funds in the amount \$424,813 for Specialty Residential Treatment for Pregnant & Parenting Women shall be used to cover cost of services not covered by Medicaid. Contractors providing Specialty Residential Treatment for Pregnant & Parenting Women may bill DHHS for "Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only" when a client's treatment is being covered by Medicaid/New Hampshire Health Protection Program. If the client requires treatment in the specialty program beyond Medicaid/New Hampshire Health Protection Program coverage limits, the provider may bill DHHS for both "Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only" and "Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services".

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$1,356,945 as follows:

- 61 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 16 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 23 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #2

**Service Reimbursement Table** - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
X	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
X	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
X	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	<b>Recovery Support Services</b>		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	<b>Enhanced Services</b>	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #2

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It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

**1. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #2

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**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #2

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- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**V. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

- VI.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire nonprofit corporation formed December 16, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7<sup>th</sup> day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, Laurie Goguen, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 4/28/14:  
(Date)

**RESOLVED:** That the President & CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21<sup>st</sup> day of May, 2014.  
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laurie Goguen  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2014.

By Laurie Goguen  
(Name of Elected Officer of the Agency)

Laurel Lefavor  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LAUREL A. LEFAVOR, Notary Public  
My Commission Expires September 22, 2015

Commission Expires: \_\_\_\_\_



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 615 Amherst Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 2,713,890.00
- 2) Amendment and modification of Exhibit A;
  - a) Delete "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) Change II A from: "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) Change II B Group Recovery Support Services from: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."





**Change to:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

**Table SAMHSA National Outcome Measures**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

New Hampshire Substance Abuse Treatment and Recovery Support Services



DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
- a) Delete "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) Delete in Section II; "TOTAL: \$1,356,945.00"
- 4) **Add** Exhibit B-1, B-2, B-3, B-4, B-5 and B-6

New Hampshire Substance Abuse Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/13  
Date

Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

Greater Nashua Council on Alcoholism

5/7/13  
Date

Peter Kelleher  
Name: Peter Kelleher  
Title: President & CEO

Acknowledgement:

State of New Hampshire County of Hillsborough on 5/7/13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Laurel Lefavor  
Name and Title of Notary or Justice of the Peace

LAUREL A. LEFAVOR, Notary Public  
My Commission Expires September 22, 2015

New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013  
Date

[Signature]  
Name: Veranne P. Henrich  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Abuse Treatment Services - CMIRIT  
(Name of RFP)

Budget Period: State Fiscal Year 2014

Line Item	Description	Quantity	Unit Price	Total	Unit Price	Total
1	Total Salary/Wages	1	172,034.00	172,034.00	172,034.00	172,034.00
2	Employee Benefits	1	43,235.00	43,235.00	43,235.00	43,235.00
3	Contractors	1	5,000.00	5,000.00	5,000.00	5,000.00
4	Equipment	1	600.00	600.00	600.00	600.00
5	Rental	1	1,100.00	1,100.00	1,100.00	1,100.00
6	Repair and Maintenance	1	1,000.00	1,000.00	1,000.00	1,000.00
7	Purchase/Depreciation	1	750.00	750.00	750.00	750.00
8	Educational	1	300.00	300.00	300.00	300.00
9	Lab	1	300.00	300.00	300.00	300.00
10	Pharmacy	1	625.00	625.00	625.00	625.00
11	Medical	1	545.00	545.00	545.00	545.00
12	Office	1	46,000.00	46,000.00	46,000.00	46,000.00
13	Travel	1	2,000.00	2,000.00	2,000.00	2,000.00
14	Occupancy	1	300.00	300.00	300.00	300.00
15	Current Expenses	1	1,600.00	1,600.00	1,600.00	1,600.00
16	Expansions	1	1,636.00	1,636.00	1,636.00	1,636.00
17	Postage	1	194.00	194.00	194.00	194.00
18	Subcontract	1	428.00	428.00	428.00	428.00
19	Audit and Legal	1	8,127.00	8,127.00	8,127.00	8,127.00
20	Insurance	1	194.00	194.00	194.00	194.00
21	Board Expenses	1	428.00	428.00	428.00	428.00
22	Software	1	8,127.00	8,127.00	8,127.00	8,127.00
23	Printing/Communications	1	194.00	194.00	194.00	194.00
24	Staff Education and Training	1	428.00	428.00	428.00	428.00
25	Subcontract/Agreements	1	8,127.00	8,127.00	8,127.00	8,127.00
26	Other (Specify detail mandatory)	1	807.00	807.00	807.00	807.00
27	Child Care	1	1,000.00	1,000.00	1,000.00	1,000.00
28	Vehicle Cost/Maintenance	1	1,199.00	1,199.00	1,199.00	1,199.00
29	Contingency Management	1	1,199.00	1,199.00	1,199.00	1,199.00
30	Client Assistance	1	1,199.00	1,199.00	1,199.00	1,199.00
31	TOTAL	1	289,828.00	289,828.00	289,828.00	289,828.00

0.0%

Indirect As A Percent of Direct

Exhibit B-2

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Abuse Treatment Services - CMJRT  
(Name of RFP)

Budget Period: State Fiscal Year 2014

1	Total Salary/Wages	\$ 199,882.00	\$	199,882.00	\$
2	Employee Benefits	48,971.00	\$	48,971.00	\$
3	Contractors	200.00	\$	200.00	\$
4	Equipment	600.00	\$	600.00	\$
5	Rent	2,300.00	\$	2,300.00	\$
6	Repairs and Maintenance	2,400.00	\$	2,400.00	\$
7	Purchases/Operations	2,000.00	\$	2,000.00	\$
8	Supplies	1,000.00	\$	1,000.00	\$
9	Educational	600.00	\$	600.00	\$
10	Travel	825.00	\$	825.00	\$
11	Occupancy	103.00	\$	103.00	\$
12	Current Expenses	104,547.00	\$	104,547.00	\$
13	Telephone	2,700.00	\$	2,700.00	\$
14	Postage	300.00	\$	300.00	\$
15	Subscriptions	1,500.00	\$	1,500.00	\$
16	Audit and Legal	284.00	\$	284.00	\$
17	Insurance	-	\$	-	\$
18	Board Expenses	-	\$	-	\$
19	Software	-	\$	-	\$
20	Marketing/Communications	1,200.00	\$	1,200.00	\$
21	Staff Education and Training	336.00	\$	336.00	\$
22	Subcontracts/Agreements	-	\$	-	\$
23	Other (specific details mandatory):	-	\$	-	\$
24	Food	24,600.00	\$	24,600.00	\$
25	Child Care	-	\$	-	\$
26	Vehicle Cost/Maintenance	2,400.00	\$	2,400.00	\$
27	Contingency Management	500.00	\$	500.00	\$
28	Client Assistance	1,489.00	\$	1,489.00	\$
29	TOTAL	399,748.00	\$	399,748.00	\$

0.0%

Indirect As A Percent of Direct

Exhibit B-3

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Greater Nashua Council on Alcoholism, Inc.  
Budget Request for: Substance Abuse Treatment Services - IOP  
(FY 2014)

Budget Period: State Fiscal Year 2014

1. Total Salaries/Wages	\$ 23,281.00	\$ -	\$ -	\$ 23,281.00
2. Employee Benefits	\$ 6,315.00	\$ -	\$ -	\$ 6,315.00
3. Consultants	\$ 3,800.00	\$ -	\$ -	\$ 3,800.00
4. Equipment	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ 250.00	\$ -	\$ -	\$ 250.00
6. Repair and Maintenance	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
7. Purchases/Operation	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ 750.00	\$ -	\$ -	\$ 750.00
10. Lab	\$ 751.00	\$ -	\$ -	\$ 751.00
11. Pharmacy	\$ 600.00	\$ -	\$ -	\$ 600.00
12. Medical	\$ 600.00	\$ -	\$ -	\$ 600.00
13. Office	\$ 600.00	\$ -	\$ -	\$ 600.00
14. Travel	\$ 485.00	\$ -	\$ -	\$ 485.00
15. Occupancy	\$ 10,548.00	\$ -	\$ -	\$ 10,548.00
16. Current Expenses	\$ -	\$ -	\$ -	\$ -
17. Telephone	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
18. Postage	\$ 240.00	\$ -	\$ -	\$ 240.00
19. Subscriptions	\$ -	\$ -	\$ -	\$ -
20. Audit and Legal	\$ 1,277.00	\$ -	\$ -	\$ 1,277.00
21. Insurance	\$ 1,351.00	\$ -	\$ -	\$ 1,351.00
22. Board Expenses	\$ -	\$ -	\$ -	\$ -
23. Software	\$ -	\$ -	\$ -	\$ -
24. Marketing/Communications	\$ 600.00	\$ -	\$ -	\$ 600.00
25. Staff Education and Training	\$ 788.00	\$ -	\$ -	\$ 788.00
26. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -
27. Other (Specify details mandatory):	\$ -	\$ -	\$ -	\$ -
28. Food	\$ -	\$ -	\$ -	\$ -
29. Child Care	\$ -	\$ -	\$ -	\$ -
30. Vehicle Cost/Maintenance	\$ -	\$ -	\$ -	\$ -
31. Contingency Management	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
32. Client Assistance	\$ 3,300.00	\$ -	\$ -	\$ 3,300.00
TOTAL	\$ 80,904.00	\$ -	\$ -	\$ 80,904.00
Indirect: As A Percent of Direct		0.0%		

Exhibit B-4

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Abuse Treatment Services - OP  
(Name of NP/)

Budget Period: State Fiscal Year 2014

1. Total Salary/Wages	\$ 35,428.00	\$	\$ 35,428.00	\$	\$ 35,428.00
2. Employee Benefits	\$ 8,857.00	\$	\$ 8,857.00	\$	\$ 8,857.00
3. Consultants	\$ 2,200.00	\$	\$ 2,200.00	\$	\$ 2,200.00
4. Equipment	\$ -	\$	\$ -	\$	\$ -
5. Rental	\$ 250.00	\$	\$ 250.00	\$	\$ 250.00
6. Repair and Maintenance	\$ 1,200.00	\$	\$ 1,200.00	\$	\$ 1,200.00
7. Purchase/Depreciation	\$ -	\$	\$ -	\$	\$ -
8. Supplies	\$ -	\$	\$ -	\$	\$ -
9. Educational	\$ 375.00	\$	\$ 375.00	\$	\$ 375.00
10. Lab	\$ 375.00	\$	\$ 375.00	\$	\$ 375.00
11. Pharmacy	\$ 300.00	\$	\$ 300.00	\$	\$ 300.00
12. Medical	\$ 300.00	\$	\$ 300.00	\$	\$ 300.00
13. Office	\$ 300.00	\$	\$ 300.00	\$	\$ 300.00
14. Travel	\$ 151.00	\$	\$ 151.00	\$	\$ 151.00
15. Occupancy	\$ 10,338.00	\$	\$ 10,338.00	\$	\$ 10,338.00
16. Current Expenses	\$ 1,200.00	\$	\$ 1,200.00	\$	\$ 1,200.00
17. Telephone	\$ 240.00	\$	\$ 240.00	\$	\$ 240.00
18. Postage	\$ 240.00	\$	\$ 240.00	\$	\$ 240.00
19. Subscriptions	\$ 1,747.00	\$	\$ 1,747.00	\$	\$ 1,747.00
20. Audit and Legal	\$ 1,843.00	\$	\$ 1,843.00	\$	\$ 1,843.00
21. Insurance	\$ -	\$	\$ -	\$	\$ -
22. Board Expenses	\$ -	\$	\$ -	\$	\$ -
23. Software	\$ -	\$	\$ -	\$	\$ -
24. Printing/Communications	\$ 605.00	\$	\$ 605.00	\$	\$ 605.00
25. Staff Education and Training	\$ 2,200.00	\$	\$ 2,200.00	\$	\$ 2,200.00
26. Subcontract/Agreements	\$ -	\$	\$ -	\$	\$ -
27. Other (specify status mandatory):	\$ -	\$	\$ -	\$	\$ -
28. Food	\$ -	\$	\$ -	\$	\$ -
29. Child Care	\$ -	\$	\$ -	\$	\$ -
30. Vehicle Capital Maintenance	\$ -	\$	\$ -	\$	\$ -
31. Contingency Management	\$ 1,000.00	\$	\$ 1,000.00	\$	\$ 1,000.00
32. Client Assistance	\$ 1,200.00	\$	\$ 1,200.00	\$	\$ 1,200.00
TOTAL	\$ 70,118.00	\$	\$ 70,118.00	\$	\$ 70,118.00

0.0%

Indirect As A Percent of Direct



Exhibit B-5

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Abuse Treatment Services - PRL 3

(Name of PRL)

Budget Period: State Fiscal Year 2016

1. Total Salary/Wages	\$ 75,634.00	\$ -	\$ -	\$ 75,634.00	\$ -	\$ -	\$ -	\$ 75,634.00
2. Employee Benefits	\$ 18,909.00	\$ -	\$ -	\$ 18,909.00	\$ -	\$ -	\$ -	\$ 18,909.00
3. Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 678.00	\$ -	\$ -	\$ 678.00	\$ -	\$ -	\$ -	\$ 678.00
Repair and Maintenance	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00
Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 170.00	\$ -	\$ -	\$ 170.00	\$ -	\$ -	\$ -	\$ 170.00
Lab	\$ 170.00	\$ -	\$ -	\$ 170.00	\$ -	\$ -	\$ -	\$ 170.00
Pharmacy	\$ 170.00	\$ -	\$ -	\$ 170.00	\$ -	\$ -	\$ -	\$ 170.00
Medical	\$ 170.00	\$ -	\$ -	\$ 170.00	\$ -	\$ -	\$ -	\$ 170.00
Office	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,100.00
6. Travel	\$ 175.00	\$ -	\$ -	\$ 175.00	\$ -	\$ -	\$ -	\$ 175.00
7. Occupancy	\$ 5,040.00	\$ -	\$ -	\$ 5,040.00	\$ -	\$ -	\$ -	\$ 5,040.00
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00
Postage	\$ 240.00	\$ -	\$ -	\$ 240.00	\$ -	\$ -	\$ -	\$ 240.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 470.00	\$ -	\$ -	\$ 470.00	\$ -	\$ -	\$ -	\$ 470.00
Insurance	\$ 488.00	\$ -	\$ -	\$ 488.00	\$ -	\$ -	\$ -	\$ 488.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00
11. Staff Education and Training	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Child Care	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
Vehicle Cost/Maintenance	\$ 1,193.00	\$ -	\$ -	\$ 1,193.00	\$ -	\$ -	\$ -	\$ 1,193.00
Contingency Management	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
Client Assistance	\$ 595.00	\$ -	\$ -	\$ 595.00	\$ -	\$ -	\$ -	\$ 595.00
TOTAL	\$ 110,818.00	\$ -	\$ -	\$ 110,818.00	\$ -	\$ -	\$ -	\$ 110,818.00

Indirect As A Percent of Direct

0.0%

Exhibit B-6

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bldderr/Program Name: Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Abuse Treatment Services - CMHIRT  
(Name of RFP)

Budget Period: State Fiscal Year 2014

1. Total Salary/Wages	\$ 248,144.00	\$ -	\$ -	\$ -	\$ 248,144.00	\$ -	\$ -	\$ -	\$ -	\$ 248,144.00
2. Employee Benefits	\$ 82,036.00	\$ -	\$ -	\$ -	\$ 82,036.00	\$ -	\$ -	\$ -	\$ -	\$ 82,036.00
3. Consultants	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ 600.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ 600.00
6. Repair and Maintenance	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ 600.00
7. Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ 600.00
10. Lab	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
11. Pharmacy	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ 600.00
12. Medical	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ 600.00
13. Office	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	\$ 1,250.00
14. Travel	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ 600.00
15. Occupancy	\$ 88,400.00	\$ -	\$ -	\$ -	\$ 88,400.00	\$ -	\$ -	\$ -	\$ -	\$ 88,400.00
16. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Telephone	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,200.00	\$ -	\$ -	\$ -	\$ -	\$ 2,200.00
18. Postage	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ 300.00
19. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Audit and Legal	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00
21. Insurance	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00
22. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. Marketing/Communications	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ 250.00
25. Staff Education and Training	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ 150.00
26. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28. Food	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
29. Child Care	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
30. Vehicle Cost/Maintenance	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ 600.00
31. Contingency Management	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00
32. Client Assistance	\$ 599.00	\$ -	\$ -	\$ -	\$ 599.00	\$ -	\$ -	\$ -	\$ -	\$ 599.00
TOTAL	\$ 425,374.00	\$ -	\$ -	\$ -	\$ 425,374.00	\$ -	\$ -	\$ -	\$ -	\$ 425,374.00
Indirect As A Percent of Direct		0.0%								

**CERTIFICATE OF VOTE**

(Corporation without Seal)

1. Laurie Goguen, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Greater Nashua Council on Alcoholism  
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 5/7/13:  
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of

Substance Abuse Treatment & Rec Supp. services.

RESOLVED: That the President & CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7<sup>th</sup> day of May, 2013.  
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Laurie Goguen  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2013.

By Laurie Goguen  
(Name of Clerk of the Corporation)

Laurel Lefavor  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: LAUREL LEFAVOR, Notary Public  
My Commission Expires September 22, 2015

MS  
SAD



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_

DATE

6/20/12

PAGE

14

ITEM #

110

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Greater Nashua Council on Alcoholism D/B/A Keystone Hall (Vendor #166574 B001), 615 Amhurst Street, Nashua, NH 03060, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$1,356,945.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$833,565.00
			Subtotal	\$833,565.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$217,425.00
			Subtotal	\$217,425.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$305,955.00
			Subtotal	\$305,955.00
			Total	\$1,356,945.00

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Greater Nashua area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Greater Nashua Council on Alcoholism D/B/A Keystone Hall was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$1,356,945.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

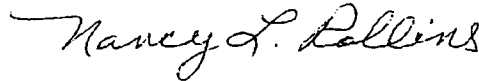
Area served: Greater Nashua area.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

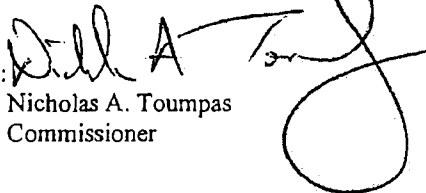
Source of Funds: 61.43% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 36.32% General Funds and 2.25% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:   
Nicholas A. Toumpas  
Commissioner

NLR/ljp

REF	CRITERIA	Max Pts	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	13.00	15.00	12.00	13.00	13.00	15.00	13.00	13.00	13.00	10.00
15	Experience and Capacity	14.00	15.00	13.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	13.00	15.00	12.00	13.00	13.00	15.00	13.00	13.00	13.00	10.00
20	Approach	42.00	48.00	47.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	48.00	45.00	48.00	43.00	43.00	48.00	48.00	48.00	48.00	48.00	27.00
25	Budget	24.00	25.00	23.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	16.00	22.00	20.00	22.00	22.00	22.00	22.00	22.00	23.00	16.00
10	Financial Sustainability	7.20	8.20	7.00	7.00	0.00	7.50	6.20	8.20	9.20	9.00	6.50	7.20	6.50	7.20	7.20	7.20	7.20	7.20	7.20	7.20	3.60
100	Total	88.00	92.00	97.00	97.00	90.00	82.00	86.00	84.00	88.00	89.00	81.00	83.00	83.00	89.00	81.00	83.00	83.00	81.00	81.00	87.00	58.00

WAGE REQUEST	55,000	57,007	540,796	51,221,644	57,958	515,028	51,720,172	528,600	525,963	530,000	518,454	524,501	52,415,853	553,981	51,319,236	55,563	5747,691	5930,930
BUDGET AWARDED	57,000	58,822	532,530	51,220,599	57,228	509,411	51,566,943	528,146	518,578	527,714	519,218	52,419,218	533,468	51,320,236	57,503	5611,903	5930,930	

REF Reviewers

Name	Job Title	Dept/Agency	Qualifications
1 Tyn Runke	Sub. Use Disorders	Grantmaking/GC	Qualifications
2 Patricia Sullivan	Youth Counselor	SYDC	entrepreneurial
3 Heidi Young	Program Specialist	DCYF	between 3-20 years
4 Bernice Blalain	Prog. Planner/Rev. Spec	Family Services	experience managing
5 Alvin West, Ph.D	Psychologist/VA	TX/Co-occurring	agreements with
6 Mary Miller	Prog. Spec. IV	OCFH	vendors for various
7 Michelle Riccio	Prog. Spec. IV	DPHS	DHHS and DOC
8 Kathleen Hesselritt	Internal Auditor I	BDAS/FBO	programs. Areas of
9 Lundy Keller	Administrator I	BDAS-RAD	include Maternal and
10 Michael Lawless	Prog. Spec. IV	BDAS/CSU	Child Health;
11 Bruce Blaney	Regional Coordinator	BDAS-CSU	Substance Abuse
12 Jim Shimelatis	Administrator I	BDAS-FBOU	
13 Leah Parker	Prog. Spec. IV	BDAS-CSU	
14 Rosemary Shannon	Administrator I	BDAS-CSU	
15 Rob O'Hannon	ATR Prog. Spec	BDAS/ATR	
16 Janice Powers	Tx&Rec. Serv. Coord.	BDAS/ATR	
17 John Sweeney	Systems Dev	BDAS/IT	
18 Michael Rodgers	Assistant Administrator	BDAS	
19 Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20 Ann Crawford	Regional Coordinator	BDAS/PSU	
21 Valerie Morgan	Administrator I	BDAS/PSU	



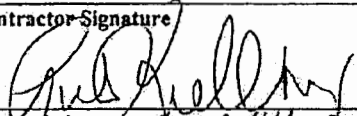
Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Greater Nashua Council on Alcoholism, Inc. D/B/A Keystone Hall		1.4 Contractor Address 615 Amhurst Street, Nashua, NH 03060	
1.5 Contractor Phone Number 603-881-4848	1.6 Account Number 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$1,356,945.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kelleher, President + CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/31/12</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. <u>Mary Bendel</u>			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Mary Bendel</u>		<input checked="" type="checkbox"/> MARY BENDEL NOTARY PUBLIC State of New Hampshire My Commission Expires April 5, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <u>Nancy L. Rollins</u>		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Jeanne P. Heron, Attorney</u> On: <u>4 June 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.


6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: 

Date: 

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.**

In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: *fk*  
Date: *5/27/12*

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services  
 Exhibit A**

**I. General Provisions**

**CONTRACT PERIOD:** July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

**CONTRACTOR NAME:** Greater Nashua Council on Alcoholism, Inc. D/B/A Keystone  
 Hall

**ADDRESS:** 615 Amhurst Street, Nashua, NH 03060

**EXECUTIVE DIRECTOR:** Peter Kelleher  
**TELEPHONE:** 603-881-4848

**II. Scope of Services**

*A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:*

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	\$ Awarded
Outpatient	0.93	Nashua	29	\$70,118.00
Intensive Outpatient	0.81	Nashua	16	\$60,904.00
PRL 2 (DCYF) Intensive Outpatient	1.48	Nashua	29	\$110,816.00
Residential – Treatment Adult		Nashua	86	\$289,828.00
Transitional Living Program – Adult		Nashua	49	\$400,466.00
Pregnant & Parenting Women		Nashua	32	\$424,813.00
Group – Recovery Support Services *		Nashua	121	0

\* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

**B. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.

- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

***Required Outreach:***

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

***Limitations on Exclusionary Criteria:***

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate

*[Handwritten Signature]*  
*[Handwritten Date: 5/23/12]*

medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

***Sliding Fee Scale:***

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to

sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.



***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and

- whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
  5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

**Outpatient Treatment** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Intensive Outpatient Treatment** - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Residential Treatment** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

**Transitional Living** - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement"

(made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not

covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

- f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- g. A full-time Executive Director, not filling any of the positions described above.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Subcontracting/Consultants:***

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***


The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that

Contractor Initials:   
Date: 9/23/12

certification under RSA 330-C (<http://www.eencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

**SAMHSA National Outcome Measures:**

DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social	Increased recovery	50% of clients participate in care coordination and post

Connectedness	supports/connections	treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dchcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As



soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street  
Concord, New Hampshire 03301  
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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*AK*  
*5/23/12*

NH Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
Substance Use Disorder Treatment Services

Exhibit B  
Purchase of Services  
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Greater Nashua Council on Alcoholism, Inc. D/B/A Keystone Hall

ADDRESS: 615 Amhurst Street, Nashua, NH 03060

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Peter Kelleher

TELEPHONE: 603-881-4848

Vendor #166574-B001

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734

Job #95848501 Appropriation #05-095-095-958410-1388-102-500734

Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

Job #95846503 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 305,955.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

\$ 217,425.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

\$ 833,565.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$1,356,945.00

### III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

#### I. Performance Utilization:

##### A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

##### B. Utilization Methodology by Modality:

- i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000/\$120$ ) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by

the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

## 2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

### B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

**3. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**4. Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

**V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VI. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) **Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted

providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**

**US DEPARTMENT OF EDUCATION – CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services,

- (i) 129 Pleasant Street
- (ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

(b) *Establishing an ongoing drug-free awareness program to inform employee's about:*

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

45 High St. Nashua, NH 03063 Hillsborough County

Check  if there are workplaces on file that are not identified here.

Greater Nashua Council on Alcoholism From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013  
Contractor Name Period Covered by this Certification

Name and Title of Authorized Contractor Representative

Contractor Representative Signature

Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**  
**US DEPARTMENT OF EDUCATION – CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

Applicable program covered:

- \*Temporary Assistance to Needy Families under Title IV-A.
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

**C. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at [www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf)), in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

Contractor Signature

Greater Nashua Council on Alcoholism

Contractor Name

Standard Exhibits C - J

TX Substance Use Disorder

Contractor's Representative Title

Date

Contractor Initials:

Date:



NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. *The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**(1) PRIMARY COVERED TRANSACTIONS**

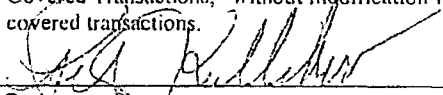

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 _____ Contractor Signature Greater Nashua Council on Alcoholism Contractor Name Standard Exhibits C – J TX Substance Use Disorder	President + CEO _____ Contractor's Representative Title 5/23/12 Date Contractor Initials:  Date: 5/23/12
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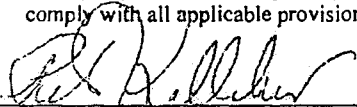
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
Contractor Signature \_\_\_\_\_ President + CEO  
Contractor's Representative Title

Greater Nashua Council on Alcoholism \_\_\_\_\_ 5/23/12  
Contractor Name \_\_\_\_\_ Date

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Contractor Initials: PK  
Date: 5/23/12

NH Department of Health and Human Services

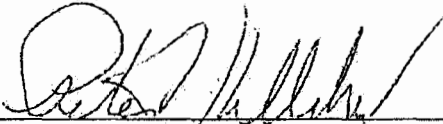
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.


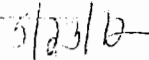
  
\_\_\_\_\_  
Contractor Signature

President + CEO  
\_\_\_\_\_  
Contractor's Representative Title

Greater Nashua Council on Alcoholism  
\_\_\_\_\_  
Contractor Name

5/23/12  
\_\_\_\_\_  
Date

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Contractor Initials:   
Date: 

NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part I, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity, Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.



- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. ~~Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.~~

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services The State Agency Name	Greater Nashua Council on Alcoholism Name of Contractor
<i>Nancy L. Rollins</i> Signature of Authorized Representative	<i>Peter Kelleher</i> Signature of Authorized Representative
Nancy L. Rollins Name of Authorized Representative	Peter Kelleher Name of Authorized Representative
Associate Commissioner Title of Authorized Representative	PRESIDENT + CEO Title of Authorized Representative
<i>5/31/12</i> Date	<i>5/23/12</i> Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
(Contractor Representative Signature)

Peter Kelleher, President + CEO  
(Authorized Contractor Representative Name & Title)

Greater Nashua Council on Alcoholism  
(Contractor Name)

5/23/12  
(Date)

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: PK  
Date: 5/23/12

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 602018707

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:                      Amount:                     

Name:                      Amount:                     

Name:                      Amount:                     

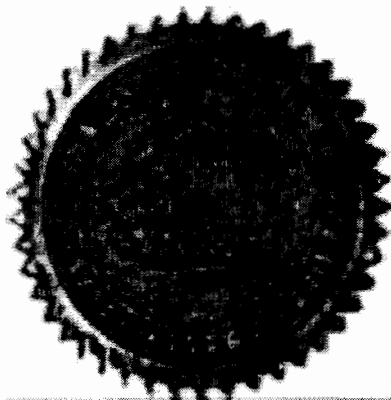
Name:                      Amount:                     

Name:                      Amount:

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire nonprofit corporation formed December 16, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30<sup>th</sup> day of May A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, David Apionovich, of Greater Nashua Council on Alcoholism, do hereby certify that:

1. I am the duly elected Treasurer of Greater Nashua Council on Alcoholism;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on May 23, 2012;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the President + CEO is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

Peter Kelleher is the duly elected President + CEO of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 23, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the corporation this 23<sup>rd</sup> day of May, 2012.

David J. Apionovich  
Treasurer

STATE OF New Hampshire  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 2012 by David Apionovich, Treasurer.

Mary Benzel  
Notary Public/Justice of the Peace  
My Commission Expires:

MARY BENDEL  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
April 5, 2016



**State of New Hampshire  
Department of Health and Human Services  
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #97) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), and (Amendment #4 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$962,938.
4. Amend Exhibit B Amendment #4 by striking:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$125,725.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

ST  
11/9/15



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

And inserting in its place:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$188,588 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/13/15  
Date

Marilee Nihan  
NAME Marilee Nihan  
TITLE Deputy Commissioner

11/9/15  
Date

Headrest  
[Signature]  
NAME Suzanne L. Thistle  
TITLE Executive Director

Acknowledgement:

State of NH, County of Grafton on 11/9/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace  
**LOLA RAMIREZ, Notary Public**  
My Commission Expires November 9, 2016

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

[Signature]  
Name: Megan A. Fournier  
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

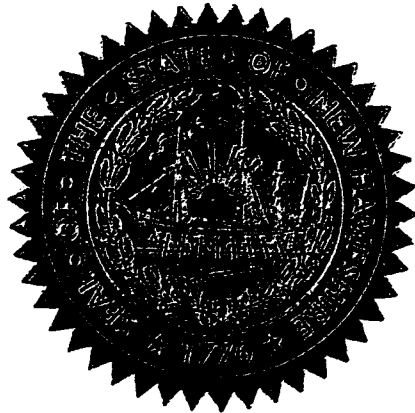
\_\_\_\_\_  
Name:  
Title:



# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire nonprofit corporation formed April 27, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8<sup>th</sup> day of April, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, John Creagh, President, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Headrest, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 11/9/15:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 10<sup>th</sup> day of NOVEMBER, 2015.  
(Date Contract Signed)

4. Suzanne Thistle is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

John F. Creagh  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Srafton

The forgoing instrument was acknowledged before me this 10th day of Nov, 2015.

By JOHN F. CREAGH, PRESIDENT  
(Name of Elected Officer of the Agency)

Priscilla Ann Beauvalle  
(Notary Public/Justice of the Peace)

NOTARY SEAL

Commission Expires: June 4, 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>A. B. Gile, Inc.</b> <b>PO Box 66</b> <b>Hanover, NH 03755</b>	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (603) 643-4540	<b>FAX (A/C, No):</b> (603) 643-6382
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Philadelphia Insurance Co.	
	<b>INSURER B:</b> Liberty Mutual Ins. Co.	
<b>INSURED</b>  <b>Headrest, Inc.</b> <b>14 Church Street</b> <b>Lebanon, NH 03766</b>	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>NAIC #</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>		PHPK1364472	07/15/2015	07/15/2016	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input checked="" type="checkbox"/> <b>Professional Liab</b>					MED EXP (Any one person) \$ <b>5,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ <b>3,000,000</b>
	OTHER:					PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b>		PHPK1364472	07/15/2015	07/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR	PHUB507442	07/15/2015	07/15/2016	EACH OCCURRENCE \$ <b>3,000,000</b>
	<input type="checkbox"/> <b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ <b>3,000,000</b>
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>				\$
						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		WC5-31S336377025	07/15/2015	07/15/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ <b>500,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y <input checked="" type="checkbox"/> N/A				E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
						E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Workers Compensation Covered States- 3A Part One: NH. 3C Part Three: No coverage afforded for other states. Excluded Officers: Board of Directors.**

**EVIDENCE OF INSURANCE**

**CERTIFICATE HOLDER**

**NH DHHS - BDAS**  
Attn: Linda J. Parker  
105 Pleasant Street - Main 3rd Floor North  
Concord, NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **MISSION STATEMENT**

**To assist those who are addicted, in crisis or without support by developing, maintaining and delivering effective programs.**

HEADREST, INC.

AUDITED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2015 AND 2014

## CONTENTS

	Page
<b>INDEPENDENT AUDITORS' REPORTS</b>	
<b>FINANCIAL STATEMENTS .....</b>	1 - 2
 <b>FINANCIAL STATEMENTS:</b>	
<b>Statements of Financial Position .....</b>	3 - 4
<b>Statements of Activities .....</b>	5
<b>Statements of Cash Flows.....</b>	6
<b>Notes to Financial Statements .....</b>	7 -10
 <b>SCHEDULES:</b>	
<b>Statement of Functional Expenses .....</b>	11



INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

To the Board of Directors  
Headrest, Inc.  
Lebanon, New Hampshire 03766

We have audited the accompanying financial statements of Headrest, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America: this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the financial statements referred to the above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matter**

Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The schedule of functional expenses on page 11 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Wheeler, Ring, Dolan & Dupuis, PC

*Wheeler, Ring, Dolan & Dupuis, P.C.*

Manchester, N. H. 03104  
October 21, 2015



HEADREST, INC.  
 STATEMENTS OF FINANCIAL POSITION  
 JUNE 30, 2015 AND 2014

Assets	<u>2015</u>	<u>2014</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 31,821	\$ 111,046
Accounts Receivable	44,762	57,746
Prepaid expenses	<u>0</u>	<u>15,962</u>
<b>Total current assets</b>	<b><u>76,583</u></b>	<b><u>184,754</u></b>
<b>Assets Limited as to Use</b>	<b>132,753</b>	<b>124,952</b>
<b>PROPERTY AND EQUIPMENT</b>		
Land	19,010	19,010
Building and improvements	229,467	229,467
Furniture, fixtures and equipment	<u>145,738</u>	<u>145,738</u>
Total property and equipment	394,215	394,215
Less accumulated depreciation	<u>303,959</u>	<u>297,410</u>
	<u>90,256</u>	<u>96,805</u>
<b>OTHER ASSETS, loan origination fee, net of</b>		
Amortization 2015 and 2014	<u>1,008</u>	<u>1,135</u>
<b>TOTAL ASSETS</b>	<b><u>\$300,600</u></b>	<b><u>\$407,646</u></b>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.  
 STATEMENTS OF FINANCIAL POSITION  
 (continued)  
 JUNE 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 1,666	\$ 0
Notes payable and current portion of Long-term debt	8,685	8,348
Accrued payroll and related expenses	<u>43,364</u>	<u>42,595</u>
Total Current Liabilities	53,715	50,943
LONG-TERM DEBT, net of current portion	<u>72,222</u>	<u>80,922</u>
Total liabilities	<u>125,937</u>	<u>131,865</u>
<b>NET ASSETS</b>		
Unrestricted net assets	<u>174,663</u>	<u>275,781</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><b>300,600</b></u>	<u><b>\$407,646</b></u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.  
 STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
 YEARS ENDED JUNE 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<b>REVENUE AND SUPPORT</b>		
State contracts	\$ 320,228	\$ 321,059
Local government grants	111,634	111,599
Private foundations	42,141	48,817
United Way	9,586	23,035
Service fees	133,832	146,025
Contributions	109,879	106,431
Interest and dividend income	<u>3,771</u>	<u>387</u>
Total revenue and support	<u>731,071</u>	<u>757,353</u>
<b>EXPENSES</b>		
Program Services:		
Outpatient	492,792	429,669
CMRD	<u>198,883</u>	<u>177,761</u>
Total program services	<u>691,675</u>	<u>607,430</u>
Supporting Services:		
General and administrative	123,035	107,466
Fundraising	<u>17,479</u>	<u>15,980</u>
Total supporting service	<u>140,514</u>	<u>123,446</u>
Total expenses	<u>832,189</u>	<u>730,876</u>
Increase (Decrease) in Unrestricted Net Assets	(101,118)	26,477
Unrestricted Net Assets, beginning of year	<u>275,781</u>	<u>249,304</u>
Unrestricted Net Assets, end of year	<u>\$ 174,663</u>	<u>\$ 275,781</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.  
STATEMENTS OF CASH FLOWS  
YEARS ENDED JUNE 30, 2015 AND 2014

	<u>2015</u>	<u>2014</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (Decrease) in Net Assets	\$(101,118)	\$ 26,477
Adjustments to reconcile excess of revenues and support over expenses to net cash provided by operating activities:		
Depreciation and amortization	6,676	6,406
Changes in operating assets and liabilities:		
(Increase) Decrease in assets limited as to use	(7,801)	(330)
(Increase) Decrease in accounts receivable	12,984	(7,381)
(Increase) Decrease in prepaid expenses	15,962	(7,417)
Increase (Decrease) in accrued expenses	<u>2,435</u>	<u>5,957</u>
Net Cash Provided by Operating Activities	<u>(70,862)</u>	<u>23,712</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of capital assets	--	(9,937)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayments of long-term notes payable	<u>(8,363)</u>	<u>(8,414)</u>
Net Increase (Decrease) in Cash	(79,225)	5,361
Cash at Beginning of Year, unrestricted	<u>111,046</u>	<u>105,685</u>
Cash at End of Year, unrestricted	<u>\$ 31,821</u>	<u>\$ 111,046</u>
<b>SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION</b>		
Cash paid during the years for:		
Interest	<u>\$ 3,498</u>	<u>\$ 3,391</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2015 AND 2014

**NOTE 1 – NATURE OF ORGANIZATION**

Headrest, Inc. ("Headrest") is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the use of a telephone hotline and office visitations. Headrest also provides counseling and emergency shelter to transients, and information to the community relating to drugs and alcohol.

**NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES**

The summary of significant accounting policies of Headrest is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of Headrest's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

The financial statements of Headrest have been prepared on the accrual basis of accounting. The significant accounting policies followed are described below.

Financial statement presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations". Under SFAS No. 117, Headrest is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. Headrest, Inc. currently has \$174,663 and \$275,781 unrestricted net assets as of June 30, 2015 and 2014, respectively.

Temporary restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Organization. Headrest, Inc. currently has no temporarily restricted net assets as of June 30, 2015 and 2014, respectively.

HEADREST, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2015 AND 2014

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization. Headrest, Inc. has no permanently restricted net assets as of June 30, 2015 and 2014.

Use of estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash equivalents – For purposes of the statement of cash flows, Headrest considers all short-term investments with an original maturity of three months or less to be cash equivalents. At June 30, 2015 and 2014 there were no cash equivalents.

Assets limited as to USE

Assets Limited as to Use represent board-designated assets for capital expenditures and reserves amounting to \$132,753 and \$124,952 at June 30, 2015 and 2014. Assets limited to use consist of cash and cash equivalents however these amounts have not been included in cash and cash equivalents for cash flow purposes.

Allowance for doubtful accounts – Headrest considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

Depreciation and fixed assets – Property and equipment are stated at cost if purchased and at fair market value on the date of the donations if donated. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted or temporarily restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, Headrest reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. Headrest reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is computed using straight-line and accelerated methods based on the estimated useful life of each asset. Estimated useful lives used for building and improvements are ten to thirty- nine years and for furniture and fixtures three to seven years.

Public support and revenue – All contributions are considered to be available or unrestricted use unless specifically restricted by the donor.

HEADREST, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2015 AND 2014

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes – The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2015.

Donated services and materials - Donated supplies and equipment are reflected as contributions in the accompanying financial statements at their estimated fair market values.

Functional expenses – Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the activities.

NOTE 3 – LINE OF CREDIT

The Organization has a \$50,000 line of credit with a local bank through January 30, 2016, collateralized by all assets, with interest at Wall Street Journal prime. There was no outstanding balance at June 30, 2015 or 2014.

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:	June <u>2015</u>	June <u>2014</u>
Mortgage note payable with bank with interest at 4% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of \$982, secured by all assets of the organization.	\$ 80,907	\$ 89,270
Less current maturities	<u>8,685</u>	<u>8,348</u>
Long-term debt, less current maturity	<u>\$ 72,222</u>	<u>\$ 80,922</u>

HEADREST, INC.  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2015 AND 2014

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT (CONTINUED)

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

Year Ending <u>June 30</u>	
2016	\$ 8,685
2017	9,047
2018	9,412
2019	9,796
2020	10,193
Thereafter	<u>33,774</u>
Total	<u>\$ 80,907</u>

NOTE 5 – COMPENSATED ABSENCES

Employees of Headrest are entitled to paid personal days depending on length of service and other factors. The accrued expense for compensated absences for the fiscal years ended June 30, 2015 and 2014 were \$20,070 and \$23,091 respectively. No more than 240, 180 and 120 hours for full time, ¾ time and ½ time employees, respectively, of personal leave may be carried over from the previous year's employment calculated on a calendar year basis.

NOTE 6 – MAJOR GRANTORS

A Substantial portion of Headrest's revenue comes from the Department of Health and Human Services of the State of New Hampshire. For the years ended June 30, 2015 and 2014 revenue from the contract was approximately 34% and 34%, respectively of total revenue.

NOTE 7 – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through October 21, 2015, the date which the financial statements were available to be issued.



HEADREST, INC.  
 STATEMENT OF FUNCTIONAL EXPENSES  
 FOR THE YEAR ENDED JUNE 30, 2015  
 WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2014

	Program Services			Supporting Services				Combined Total 2015	Combined Total 2014
	Outpatient	CMRD	Total Program Services	General & Administrative	Fund Raising	Total Support Services			
Personnel	\$347,464	\$114,054	\$461,518	\$40,237	\$12,943	\$53,180	\$514,698	\$441,462	
Fringe benefits	63,955	20,993	84,948	7,406	2,383	9,789	94,737	74,394	
Payroll taxes	26,996	8,861	35,857	3,126	1,005	4,131	39,988	34,148	
Insurance	22,630	7,429	30,059	2,620	843	3,463	33,522	29,346	
Professional fees	-	-	-	24,311	-	24,311	24,311	24,253	
Supplies	7,384	5,496	12,880	9,044	-	9,044	21,924	23,593	
Repairs and maintenance	6,257	10,496	16,753	3,430	-	3,430	20,183	16,603	
Occupancy	5,625	9,436	15,061	3,085	-	3,085	18,146	21,878	
Travel	5,861	441	6,302	7,804	-	7,804	14,106	16,885	
Food	-	9,255	9,255	3,272	-	3,272	12,527	12,417	
Communications	2,057	5,004	7,061	4,729	-	4,729	11,790	8,987	
Depreciation	2,070	3,471	5,541	1,135	-	1,135	6,676	6,406	
Marketing	-	-	-	4,776	-	4,776	4,776	5,416	
Professional development	1,421	-	1,421	2,752	-	2,752	4,173	3,637	
Interest	1,072	1,837	2,909	589	-	589	3,498	3,391	
Membership dues and fees	-	-	-	2,700	-	2,700	2,700	310	
Laundry	-	2,110	2,110	-	-	-	2,110	1,592	
Miscellaneous	-	-	-	1,163	-	1,163	1,163	785	
Printing and reproduction	-	-	-	856	305	1,161	1,161	5,373	
	\$492,792	\$198,883	\$691,675	\$123,035	\$17,479	\$140,514	\$832,189	\$730,876	

See Independent Auditors' Report and Notes to Financial Statements

**HEADREST BOARD OF DIRECTORS 2014 -2015**

John Creagh, President (2011)

[REDACTED]

John C. Femy (2002)

[REDACTED]

Laurie Harding, Vice President (2005)

[REDACTED]

David McGaw (2012)

[REDACTED]

James Larrick, Treasurer (2014)

[REDACTED]

Elsa Roth (2010)

[REDACTED]

Andrew Daubenspeck, Secretary (2001)

[REDACTED]

Charlotte Sarborn (2001)

[REDACTED]

Allison Anderson (2015)

[REDACTED]

John Ziegler (2005)

[REDACTED]

Harrison Drinkwater (2014)

[REDACTED]

**Executive Director:**  
Suzanne Thisle  
c/o Headrest, 14 Church St., Lebanon,  
NH 03766  
sue.thisle@headrest.org

**SUZANNE L. THISTLE,  
MA, MLADC**



**CORE COMPETENCIES:** Clinically competent and passionate about working with individuals, groups and families who are diagnosed or have a family member with a co-occurring disorder. Working knowledge of the 12 Steps of Alcoholics Anonymous and attendance at self help groups for over 27 years. Well versed in promoting and collaborating with probation & parole, court systems, addiction facilities, referral agencies and other facilities. Work well in a team approach to treatment.

**EXPERIENCE**

4/2015-Current Executive Director, Headrest, 14 Church St, Lebanon, NH

- Implement the policies and procedures
- Oversee all daily operations
- Supervise the Clinical Coordinator, Residential Manager, and Hotline Coordinator
- Oversee the development of the budget
- Collaborate with local and state entities
- Seek and obtain contracts and funding to carry out the mission
- Serve as ex officio member of the Board and Board sub-committees

11/2014-4/2015 **Clinical Director**, Headrest, 14 Church Street, Lebanon, NH

- Oversee activities of all employees and organization
- Supervise clinical and managerial staff
- Evaluate, organize organization and staff programming
- Recruit employees

9/2006-Current **Adjunct Professor**, Plymouth State University, Plymouth, NH

- Teach a Drug Behavior class

- Organize and arrange expert speakers as guest presenters
- Prepare syllabus, quizzes, tests and projects
- Evaluate student progress

12/2013-10/2014 **Addiction Treatment Coordinator**, Pinewood Healthcare, Somersworth, NH

- Developed addiction treatment programs for 9 facilities in NH with owner
- Recruited, interviewed and hired doctors and therapists for all 9 facilities
- Organized and arranged staff duties
- Managed staff duties

9/2001-5/2001, 4/2006-10/18/13 **Substance Abuse Services Manager/Therapist**, Genesis Behavioral Health, Plymouth, NH

- Designed, implemented and managed a co-occurring intensive outpatient program
- Interviewed prospective staff
- Provided supervision to therapists and interns
- Trained and educated staff and community organizations
- Counseled clients individually and in group

6/1/10-8/1/10 **Therapist & Educator**, Gosnold on Cape Cod/Detoxification Facility, Falmouth, MA 02540

- Screened clients to identify appropriate referral
- Counseled clients individually and in group
- Assessed, diagnosed and referred clients
- Lead educational classes

1992-2008 **Co-owner**, Cardigan Builders/Whip O Will Motel, Bridgewater, NH

- Recruited and hired staff
- Managed staff
- Coordinated budgeting and accounting efforts with accountant and co-owner
- Promoted business endeavors by working with the media

## **EDUCATION**

2003 **Antioch New England Graduate School**  
Keene, NH  
Master of Arts: Counseling Psychology:  
Substance Abuse Concentration

2001 **Plymouth State University**  
Plymouth, NH  
Bachelor of Science, Health Education:  
Wellness Management

## **PROFESSIONAL DEVELOPMENT**

- Treating the Addictions, Harvard Medical School, 2003, 2007, 2012, 2013: Boston, MA, 28 hours
- Treatment of Addictions, Albert Ellis Institute: New York, NY, 19 hours
- Dialectical Behavior Therapy, Marsha Linehan: Cambridge, MA, 6 hours
- Advanced Ethics Issues in Clinical Supervision, NH Training Institute: Concord, NH, 6 hours
- Substance Use Disorders and the DSM 5, NH Training Institute: Concord, NH, 4 hours
- DSM 5 Common Mental Health Disorders-Co-occurrence, NH Training Institute: Concord, NH, 6 hours
- Understanding and Using the ASAM, NH Training Institute: Concord, NH, 6 hours
- DWI Laws and Rules, NH Department of Health and Human Services: Laconia, NH, 2.5 hours
- Trauma and Addiction, Lisa Najavits PhD, NH Department of Corrections: Lebanon, NH, 7 hours
- Spirituality & Healing in Medicine, Harvard Medical School: Boston, MA, 21 hours
- Complementary & Alternative Medicine, Harvard Medical School: Boston, MA, 6 hours
- Advanced Motivational Interviewing, Steven Andrew: Portland, ME, 6 hours
- New England School of Best Practices in Addiction Treatment: Waterville Valley, NH, 10.5 hours
- Neuroscience of Psychological Trauma, Bessel Van Der Kolk: Boston, MA, 21 hours
- Women in the Criminal Justice System/Trauma& Substance Abuse, Stephanie Covington: Plymouth, NH, 6 hours
- Readiness to Change, Matching Interventions to Stages of Change, Carlo DiClementi: Boston, MA, 6 hours
- Basic Correction Academy, Police Standards and Training: Concord, NH, 316.5 hours
- Prime for Life for Adults & Under 21, Prevention Research Institute: Manchester, NH, 5 hours
- Emerge Certification Program: Cambridge, MA, 22 hours

## **ADDITIONAL EXPERIENCE: STATE OF NH/DEPARTMENT OF CORRECTIONS:**

2001, 2004-2005 Correctional Alcohol/Drug Counselor and Program Developer/Planner: Group and individual substance abuse/addiction counseling, Case management, Designed, implemented, and evaluated programs for the facility, Facilitated the first wellness fair. **NH TASK FORCE ON WOMEN AND RECOVERY:** 2004, Awarded a certificate of appreciation for bringing the Women's Leadership Training into the NH prison system. 2005 Co-facilitated the Women's Leadership Training: Goffstown State Prison. **MOTHERS' RETREAT DIRECTOR:** 1999, Designed, implemented, and evaluated the first retreat weekend for mothers in Alexandria, NH. Recruited local professionals to host workshops for participants: Women's Health Issues, Stress management, Yoga, Education on Mothering in the 90's, Creating Art as a Way of Relieving Stress, Reiki, Meditation, Circle Dancing and Exploring Spirituality. Recruited committee members and forty mothers attended. Coordinated all financial efforts, advertising, and news releases. **NEWFOUND AREA SCHOOL DISTRICT:** 1998-2000 President of the Parent Teacher Organization for the middle school: held monthly meetings, oversaw financial arrangements, recruited program coordinators, evaluated programs and participated in advertising. 1997 School board secretary. 1999-2001 Ski program coordinator for the elementary school.

# Eric Harbeck

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## OBJECTIVE

To obtain a position as a residential substance abuse and hotline crisis counselor where I can utilize professional and therapeutic communication skills I have acquired in an effort to positively impact individuals struggling with substance abuse.

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## EXPERIENCE

### Jakes Market & Deli

#### Customer Service Assistant/Store Clerk

- Assist customers with questions and concerns
- Maintain a clean and organized work environment
- Promptly distribute products upon delivery from vendors
- Work with store manager and vendors on how to increase efficiency and productivity

Andover/New London, NH  
September 2012 - Present

### Webster House

#### Child Care Worker

- Write log reports at the end of every shift
- Meet one-on-one with selected residents discussing their progress
- Attend biweekly meetings with co-workers and administration to discuss state of the house
- Supervise, organize, and participate in activities with the residents

Manchester, NH  
February 2012 - August 2012

### Warwick Mills

#### Mix Technician

- Check schedule for daily tasks
- Check in with supervisor for various projects to complete outside of department
- Troubleshoot issues that would arise with equipment
- Record material usage into inventory database

New Ipswich, NH  
June 2011 - January 2012

### Colby-Sawyer College Library Learning Center

#### Information Services Assistant

- Check materials In and Out, shelve materials and check shelving accuracy
- Cover front desk and assist students and community members with library questions
- Interface with Archives and Inter-library loan system in addition to other offices on campus

New London, NH  
September 2007 - May 2012

#### Help Desk Assistant

- Dispatch calls and check computers In/Out of repair center following strict guidelines
- Professionally answer Help Desk support line and conduct basic trouble-shooting
- Generate service requests and respond to voice mail in timely manner

September 2007 - May 2012

### Camp Wildwood

#### Dining Room Manager

- Organize and maintain clean work environment
- Manage team of five employees and handle weekly scheduling
- Implement strict regulations on conduct and behavior

Bridgeton, ME  
June 2007 - August 2010

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## EDUCATION

### Bachelor of Arts in Psychology

Colby-Sawyer College

New London, NH  
September 2007 - May 2011

**Academic Highlights:** Theories of Counseling, Child Psychology, Psychology of Personality, Biological Psychology, Cross-Cultural Psychology, Learning and Cognition, Directing and Stage Management, Jazz Dance

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## ACTIVITIES & INTERESTS

Secretary/Member, Crossroads Christian Fellowship

Member: Cross-Cultural Club, Psychology Club, Safe-Zones and CSC Players

Off-Campus Senator, Student Government Association

# THOMAS HOWARD

## SUMMARY

I am the owner and operator of Serenity Carpets, a small retail flooring store in Croydon N.H. I have been in the flooring business since 1984. My business services many apartment complexes such as the Claremont Manor, Winter St. Commons, and Sugar River Apts. in the Upper Valley. I also operate Serenity Farms, a small vegetable and beef producing 59 acre Farm in Croydon. Being interested in the helping professions I have decided to pursue a career as a Licensed Alcohol and Drug Counselor (LADC). I am currently interning as an addiction counselor at Headrest a Transitional Living Home at 14 Church St. Lebanon N.H. as well as a paid residential counselor. I will be graduating this May from NHTI with an Associates degree in Addiction Counseling maintaining a grade point average (3.92) worthy of the Deans list for every semester attended at said NHTI.

## HIGHLIGHTS

- DSM-IV knowledge
  - Court procedures familiarity
  - Passion for social work
  - Sound judgment
  - Group homes
  - Sound judgment
  - Experience working with disabled persons
  - Working with 12 step programs
  - Skilled mediator
  - Natural leader
  - Compassion
  - Community resources specialist
  - Exceptional problem solver
  - Charismatic public speaker
  - Excellent analytical skills
  - Outstanding interpersonal skills
  - PowerPoint proficiency
  - Quick learner
  - Strong verbal communication
- Child Protective Services (CPS)

## ACCOMPLISHMENTS

### Presenting

Demonstrates strong communication skills through ( Serving as State Representative for Sullivan County from 2008-2012 )

Researched and developed many issues for my constituents which resulted in positive legislation for education and natural resources and development in N.H.

Initiated legislation that streamlined education issues in NH

Current member of NH Farm Bureau of Sullivan County

Former member of the Board of Directors for Mountain view Counseling

Member of the Newport Chamber of Commerce

Donor for Boston Marathon

**EXPERIENCE**

**9/2013-present**

**Intern at Headrest for addiction counseling  
Part time residential staff since October  
2013**

**03/1983 to 07/2013**

**Owner/operator retail store  
Serenity Carpets - Croydon, NH  
Registered Serenity Carpets as business with State of NH in 1989. Operated in  
Mass prior to 1989**

**01/1981 to 02/1983**

**Teacher/ teacher aid Physical ed  
Hayden Academy - Dorchester, Mass**

**EDUCATION**

**Education**

**Boston State College - Boston, Mass., U.S.A.**

**Bunker Hill Community College (general Studies) 1986**

**NHTI-currently enrolled in Addiction studies associates program. Carrying a 3.92  
average**

**Caleb Kelton**

**Experience**

Headrest, Hotline Coordinator  
14 Church Street  
Lebanon, NH 03766  
January 2015 – Current  
2013-2015, Hotline counselor

Wells law Office, Administrative duties  
Wells, Me  
2011-2013

Lyme Commercial Market, office work  
Lyme, NH  
2010-2011

**Education**

3 ½ years of college in liberal arts program  
Emphasis on writing



**Clarisse Charland, M.Ed., MLADC**

[REDACTED]

[REDACTED]

[REDACTED]

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- Experience**    **Outpatient and Residential Counselor:** Headrest, Lebanon NH (May 2015-present)
- Responsible for providing and supervising clinical services to clients in outpatient and residential programs
- Clinician:** Sullivan County Department of Corrections, Unity NH (June 2011-May 2015)
- Responsible for assessment of inmates sentenced to chemical dependency treatment program at the Community Corrections Center
  - Responsible for psycho-education groups on coping skills using evidence-based interventions (CBT, DBT, Seeking Safety)
- Clinician:** Southeastern NH Services, Dover, NH (July 2010-March 2011)
- Provided clinical assessment, treatment planning, group and individual counseling to women in intensive outpatient treatment
- Clinician:** Center for Life Management, Derry, NH (May 2008-July 2010)
- Responsible for clinical assessment and treatment planning for clients in Community Support Program
  - Provided individual psychotherapy for clients with severe and persistent mental illness and substance use disorders
  - Co-led DBT groups
- Outpatient Counselor:** Concord Hospital, Concord, NH (August 2001-May 2008)
- Provided clinical assessment and treatment of clients seeking outpatient substance abuse services
  - Provided LADC evaluations for courts, NH DOC, NH Department of Safety and impaired driver intervention programs
  - Referred dually diagnosed clients to mental health providers as needed
- NH Certified Impaired Driver Intervention Program:** REAP/Serenity Place (December 2005-2012)
- Taught Prime for Life, an evidence-based 20-hour alcohol and drug education program to DWI offenders

**Outpatient Counselor:** Keystone Hall, Nashua, NH (September 1997-June 2001)

- Provided clinical assessment and outpatient substance abuse treatment for clients referred by NH Department of Corrections and DWI programs
- Provided court-ordered LADC evaluations

**Student Assistance Counselor:** Londonderry School District, Londonderry, NH (March 1993-September 1997)

- Designed and implemented Student Assistance Program at the elementary level
- Conducted teacher workshops and classroom presentations on the effects of substance abuse on children and families
- Provided individual and group counseling to children affected by substance abuse

**Chemical Dependency Counselor:** Catholic Medical Center, Manchester, NH (July 1992-September 1996)

**Adult Education Counselor:** Manchester Adult Learning Center, Manchester, NH (December 1990-January 1995)

**Counselor Intern:** Manchester Memorial High School Student Assistance Program, Manchester, NH (September 1991-May 1992)

**Education** M.Ed., Counseling – 1992  
Rivier College, Nashua, NH

B. A. English  
Plymouth State College, Plymouth, NH

Gestalt Training in Addiction 2000-2001  
Gestalt Training Center of Rhode Island

Certified Instructor-Prime for Life  
Prevention Research Institute, Lexington, KY

NH Certified Instructor Impaired Driver Intervention Program

Certified Level 1-Equine Assisted Psychotherapy  
EAGALA, Utah

Sara Poisson



**Curriculum Vitae**

**EDUCATION**

PhD Counselor Education and Supervision, Walden University, ABD

Master of Arts Counseling Psychology, Antioch New England Graduate School, 1995

Bachelor of Science, General Education, Franklin Pierce University, 1993

**EMPLOYMENT**

2015-present Headrest, Inc. Lebanon, NH. Clinical Coordinator

2010- 2015 Clinician and consultant in private practice treating primarily justice involved clients with mental health, substance abuse, anger management and/or sexual offending issues.

1995- 2015 adjunct faculty Granite State College

2000- 2015 adjunct faculty Community College of Vermont

2007-2011 Clinician Sullivan County Department of Corrections. Wrote and implemented curriculum for the 90 day substance abuse women's treatment unit. Individual and group counseling, assessment and crisis intervention.

2003-2007 Clara Martin Center. Clinician contracted with the Vermont Department of Corrections. Housed in the Southeast State Correctional Facility providing substance abuse and mental health services for that facility.

**TEACHING**

**COMMUNITY COLLEGE OF VERMONT**

Courses Taught:

*Introduction to Psychology*

*Human Growth and Development*

*Introduction to Substance Abuse*

*Substance Abuse: The Family and Society*

*Substance Abuse: Services and Treatment*

*Abnormal Psychology*

*Global Social Problems*

*Introduction to Human Services*

*Introduction to Case Management*

**GRANITE STATE COLLEGE**

**Courses Taught:**

*Research Methods*

*Counseling Theories*

*Victim Rights & Advocacy*

*Criminal Justice Integrative*

*Principles of Case Management*

*Introduction to Psychology*

*Theories of Personality*

*Crisis Intervention*

*Developmental Perspectives on Adolescence*

*Psychology of Adulthood*

*Psychology of Occupational Stress*

*Abnormal Psychology*

*Dynamics of Family Relationships*

*Stress & the Family*

*Addictions & Family Dynamics*

**RESEARCH & SCHOLARSHIP**

**Dissertation**

Poisson, S. (in progress). Staff Communication & the Offender Population

**Publication**

Poisson, S. (2010) *Silent Voices from the Past*. New York: IUniverse.

**WORKSHOPS & PRESENTATIONS**

**National Association of Forensic Counselors** 2011 *Working with Dual Diagnosed Female Offenders*, 2011

**National Association of Forensic Counselors** 2013 *Enhancing Relationships in Corrections: Carkhuff & Truax Seven Keys at Work* 2013

**National Association of Forensic Counselors** 2014 *Recognizing Shame as an Impediment to Rehabilitation in Corrections*

**Granite State College** 2011 *Dealing with Difficult Students*

**ORGANIZATIONAL AFFILIATIONS**

American Counseling Association

National Association of Alcoholism and Drug Abuse Counselors

National Association of Forensic Counselors

**COMMITTEE AND PROFESSIONAL SERVICE**

**Granite State College Campus Compact for New Hampshire Presidents' Good Steward Award** 2010

**Community College of Vermont Faculty Recognition Award** 2012

**Community College of Vermont Social Sciences Curriculum Committee** 2012- 2015

**Claremont Soup Kitchen Board of Directors (Treasurer)** 2013- 2015

**CERTIFICATIONS & LICENSES**

**Clinically Certified Forensic Counselor** – American College of Certified Counselors

Certificate #26774

2009-Present

**Master Licensed Alcohol & Drug Counselor – State of New Hampshire Board of Licensing  
for Alcohol & Other Drug Use Professionals**

License #642

2009-Present

**Clinical Mental Health Counselor – The State of New Hampshire Board of Mental Health  
Practice**

License #405

2001-Present

**International Certification & Reciprocity Consortium Certification**

2013-present

**Richard W. Crandall LCMHC, LADC**

[REDACTED]

[REDACTED]

[REDACTED]

**Profile**                      **Solid background in alcohol and drug counseling with significant experience in holistic health and well being. Successful private practice in holistic health since 1995. Twenty five years experience as a therapist treating alcohol and drug co-occurring disorders. Previous experience in a variety of settings including HCRS, Southeastern Services, Seaborne and Danvers State Hospital.**

**Education**                      **M.A. in Clinical Mental Health Counseling, Vermont College    April 2007**  
**B.S. General Studies, Franklyn Pierce College                      May 1991**

**Training**                      **Polarity Realization Institute, Portland, ME and Ipswich, MA    1994- 1997**  
**880 Hour Program in Polarity Wellness, Yoga, Nutrition, and Personal Process**  
**Wellness Institute, Washington, D.C. and New York, NY                      1999 - 2001**  
**750 Hour Holistic Program in Cranial Therapy and the Energetic Body**

**License**                      **Vermont License in Alcohol and Drug Counseling, Lic. No. 419    Dec. 2007**  
**New Hampshire Master Licensed Alcohol and Drug Counselor    Jan. 2009**  
**VT Licensed Clinical Mental Health Counselor    Credential # 068.0061316**

**Vision**                      **Program Development for the Holistic Use and Reduction of Pharmaceuticals in the Treatment of Emotional Disorders, Addictions, and the Addictive use of Pain Medications Utilizing Traditional Healing Methods, Evidence Based Complimentary Touch Therapy, Meditation and Yoga.**

**Career History****West Central Behavioral Health**

Nov. 2008 to present

Claremont and Lebanon, NH

**Substance Abuse Clinician, MLADC**

- **Thirty Hour Per Week Salaried Position**
- **Individual Psychotherapy and Counseling**
- **Assessments, Treatment planning, Crisis Management, Consultation and Referrals**
- **Co-occurring Mental Health Disorder treatment utilizing Mindfulness Based Meditation and Relaxation Response for Treatment of Anxiety**
- **Assessments for Court, Probation Parole and DWI Providers**
- **Facilitate Suboxone and Seeking Safety Groups**
- **Aftercare Counseling for Multiple Offender DWI**
- **Certified MET/CBT provider for working with teens with cannabis abuse**
- **Providing Consultation to Enhanced Care, CORE, ACT Teams**
- **Providing Psychotherapy for Certified Clients with Co-occurring Disorders**

**HCRS, Health Care Rehabilitation Services**

May to Nov 2008

Springfield, VT 05156

**WRAP Out Patient Clinician, LADC**

- **Full time Alcohol, Drug, and Mental Health Psychotherapy**
- **Individual Counseling for Adults and Young Adults**
- **Complete Assessments, Treatment planning, and Case Management**
- **Counseling, Crisis Management, Consultation and Referrals**
- **Walk-In Clinic Therapist and Intensive Out Patient Facilitator**
- **Completed Court Referrals for DWI Assessments and Provided Psychotherapy for Individuals with Substance Dependence, and Co-occurring Disorders such as Trauma, Depression, Anxiety and Personality Disorders**



**HCRS, Health Care Rehabilitation Services** Sept. 2005-Dec.2006

Hartford, VT

**Intern WRAP Out Patient Clinician**

- 17 Hours Per Week for a Total of 1035 hours
- Edmund Piper, LADC, LCMHC, PsyD., Supervisor 802 295 3031
- Provided Individual Psychotherapy to Clients with Mental Health and Substance Dependence Disorders
- Walk-In Clinic therapist

**Awakenings Holistic**

May 1998 to the Present

Burton House, Norwich, VT

**Part Time Private Practice**

- Provide Health Education: such as Breathing Exercises, Polarity Yoga, Mindfulness Meditation and Relaxation Response, Personal Process Counseling and Neuromuscular Reeducation to Address Issues of Anxiety, Personal Loss, Transition, Acute and Chronic Emotional Pain and Discomfort due to Stress or Trauma
- Intervention Utilized: Biodynamic Craniosacral and Polarity Therapy
- Supervision Provided by Debra Guillow RPP Ludlow [dgpolarity@gmail.com](mailto:dgpolarity@gmail.com)

1998

**Turning Point, Southeastern Services**

Apr.1994 –Apr.

Dover, NH

**Halfway House Counselor**

- 32 – 40 hours per week
- Lindsay Freeze, Administrator 603 446-4344
- Micki West, Supervisor 603 692-0071
- Daily Assessment of Perspective Residents and Presentation to

**Treatment Team. Provided Counseling, Intake, Orientation, Basic Recovery Skills, Treatment Planning, Case Management, Referrals and Alcohol Education.**

- **Group Facilitation of Adult Men and Women in Ninety Day Treatment Program**  
**for Alcohol and Drug Addiction. Facilitation of Aftercare Group and Family Counseling to Residents of Turning Point Halfway House.**
- **Provided Out Patient Individual and Family Drug and Alcohol Counseling.**

**Seaborne Hospital**

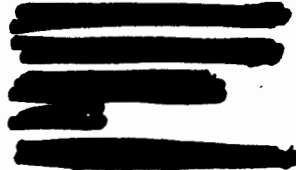
Mar. 1988 –Nov. 1994

Dover, NH

**Primary Therapist**

- **40 Hours Per Week Inpatient Multidisciplinary Team**
- **Ray McGardy, MA, LADC, Administrator 603 698-7647**
- **Margo Walker, MA, LADC and Robert Lang, MA, LADC, Supervisors**
- **Provided Individual Therapy and Group Facilitation. Carried a Case Load of 5-10 Newly Sober Adolescents and Adults. Assessments, Treatment Planning, Case Management, Counseling, Referrals, Family Therapy and Recovery Education for Addicts with Dual Diagnosis.**

**M. Kathryn Marshall**



**Education**      **1981-1984 The College of Wooster, Wooster Ohio. B.A. Sociology and Social Welfare**

**1984-1985 The Ohio State University. M.A. Physical Education, emphasis on psychology and sociology of sport.**

**2000-2002 Vermont College of Norwich University. Teacher Licensure Program**

**Experience**      **Child Health Services Worker/Home Based Therapist      June 2004 – present**

**Southwestern Community Services, Keene NH**

- Teach parenting skills, social and survival skills to clients
  - Help clients access community resources.
- Provide and coordinate supervised visitation between parents and children.

**Para-professional      March 2006 to Present**

➤ **Windsor Union High School and Middle School, Woodstock VT**

➤ Work with children with severe disabilities

**Teacher of Multi-age Classroom      Sept, 2002 - June 2004**

**Piermont Village School, Piermont NH**

➤ Teacher grade 3<sup>rd</sup> and 4<sup>th</sup> grade classroom

**Long Term Substitute      April 22, 2002-June 12, 2002**

**Sharon Elementary School, Sharon VT**

➤ Teacher in a combined 1<sup>st</sup> and 2<sup>nd</sup> grade classroom.

**Para-professional      Jan. 2002 – April 2002**

**Bernice A. Ray School, Hanover NH**

- Worked as a one on one aide with a fourth grade student with very limited reading, writing, and mathematics skills.
- I assisted him in organizing his materials, adapting assignments to his abilities, and helping deal with social situations.

**Para-professional**

**Bernice A. Ray School, Hanover NH**

- Worked as a one on one aide with a fifth grade student who had Asperger's Syndrome.
- I assisted him in organizing his materials, adapting assignments to his abilities, and helping him deal with social situations.

**Physical Education Teacher**

**Sept.1985 – June 1989**

George School, Newtown PA\

- Taught physical education classes, coached field hockey, swimming, and lacrosse..
- Lived in dormitory.

Team-taught a three-semester course on health and human development to tenth graders

**Shipper Receiver**

**Sept.1994– Jan. 1999**

- Supervise all shipping and receiving of goods,
- Track inventory,

**Carpenter's Helper**

**March 1999 to November 1999**

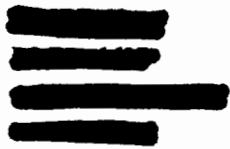
- Trim windows and doors.
- Staining, priming wood.
- Sanding and odd jobs.

**Duck Hollow Farm Co –Owner and Instructor since 1989**

**Special  
Interest**

Teach riding lessons.

Compete in Combined Training events.



### Education

Keene State College, Keene NH  
Studied Anthropology, Archeology, Comparative Religion, 2004-2006

Evergreen State College, Olympia WA  
Studied Greek Classics, Ethnography, Creative Writing, 2002-2004

Hartford High School, White River Junction, VT  
Graduated 2000

### Work Experience

Westaff, Lebanon NH 603 678 4944  
Temporary Contract, Hypertherm Assembly Line  
August 2014 – February 2015  
Assembly

Aslan's Maintenance, Lebanon NH 603 448 4906  
June 2013 – August 2014  
Janitor

Sweet Tomatoes Trattoria, Lebanon NH 603-448-1711  
September 2012 - June 2013  
Dishwasher

Three Little Birds Bakery, West Lebanon NH 603-298-9825  
December 2011 - July 2012  
Assistant Baker  
Duties included production baking and packaging of bread, pastries and desserts.

Hanover Coop Foodstore, Hanover NH 603-643-2667  
2006 - 2011  
Cashier and Bulk Clerk  
Duties included customer service, inventory, stocking ordering and packaging.

Vermont Transit/Greyhound, White River Jct. VT 802-361-9671  
Summer 2004  
Night Shift Cleaning Lead  
Duties included cleaning, fueling, light maintenance and short-distance driving of coaches, inventory control, data entry. Supervision of 2-3 other crew members.

Upper Valley Carpet Center, Lebanon NH (Out of Business)  
Summer 2003

**Assistant Installer**

**Duties included delivery, installation and repair of carpet, tile, vinyl and hardwood flooring, subfloor repair, cleaning of carpets, area rugs, and solid surface flooring.**

## Jessica Goodwin

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### Experience

#### Service Scheduler

07/2014 - Present Gateway Motors, White River Junction, VT

Answer multi-line telephone

Schedule service appointments via phone and email

Write up repair orders

Data Entry

Work in Excel

Give estimates on vehicle repairs

#### Administrative Assistant/Data Entry

04/2014 – 07/2014 Longhill Partners, Woodstock, VT

Answer multi-line telephone

Package Orders

Make collection phone calls

Data Entry

Work in Excel

#### Internet Sales Specialist

07/2013 – 04/2014 The Car Store, Norwich, VT

Answer multi-line telephone

Schedule service and sales appointments via phone and email

Call 50 customers a day

Data Entry

Work in Excel

Give quotes and trade in value for vehicles.

#### Service Scheduler

05/2009 - 01/18/13 White River Toyota, White River Junction, VT

Answer multi-line telephone

Schedule service appointments via phone and email.

Reminder phone calls and emails for service appointments.

Data Entry

Work in Excel

File paper work

Cashier

#### Service Clerk

3/2009 - 5/2009 Evan's Expressmart, White River Junction, VT

Run register

Answer telephone

Daily reports

Run lottery

Stock shelves

#### Cashier

10/2008 - 01/2009 Price Chopper, West Lebanon, NH

Run register

Service Clerk

4/2008 - 6/2008 Cravin's, Lebanon, NH

Run register  
Price mark products  
Answer telephone

Service Clerk

01/2008 - 3/2008 Walgreens, West Lebanon, NH

Answer multi-line telephone  
Run register  
Operate Photo lab

Receptionist

06/2007 - 01/2009 The Car Store, Wilder, VT

Answer multi-line telephone  
Schedule service appointments via phone and email.  
Reminder phone calls and emails for service appointments.  
Data Entry  
Work in Excel  
File paper work  
Light bookkeeping  
Daily and weekly reports  
Rental agent

Receptionist

09/2006 - 05/2007 Miller Auto Group, Lebanon, NH

Answer multi-line telephone  
Data Entry  
Work in Excel  
File paper work  
Light Accounting  
Deposits  
Light service advisor work

Customer Service Representative

12/2004 - 08/2008 Shaw's Supermarket, West Lebanon, NH

Answer multi-line telephone  
Data Entry  
Daily reports  
Light bookkeeping  
Deposits  
Run register  
Check out Supervisor  
Operate lottery and western union



**Education**

Franklin Pierce University, West Lebanon, NH  
Current Student – Associates Degree in Human Services

Adult Learning Center, Springfield, VT  
2006 GED

**Interests**

Working with the public, open for learning and opportunities, and customer service.

**References**

References are available on request.

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Suzanne L. Thistle, MA, MLADC	Executive Director	\$75,000 yr	.5%	\$15,000
Nancy Davis, MLADC, LCMHC	Clinical Coordinator	\$50,000 yr	.5%	\$10,000
Tom Howard, CRSW	Residential Manager	\$29,950 yr	.5%	\$5,990
Caleb Kelton	Hotline Coordinator	\$27,040 yr	.5%	\$5,408
Eric Harbeck	Billing Manager	\$27,040 yr	.5%	\$5,408



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #97) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$900,075.00.
3. Add Exhibit A-1, Scope of Services
4. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.

HT  
3/20/15



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7/22/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Headrest

7/20/15  
Date

[Signature]  
NAME Suz Thistle  
TITLE Executive Director for Headrest

Acknowledgement:

State of New Hampshire, County of Grafton on 7/20/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

**NATHANIEL J. HILL, Notary Public**  
My Commission Expires October 31, 2019  
For SUZANNE THISTLE ONLY

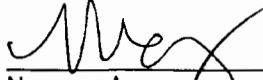
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 0/3/15

  
Name: Ryan A. Joshi  
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

ST  
7/20/15

**New Hampshire Department of Health and Human Services  
Improving Current Services and Expanding Capacity for New Services  
Substance Use Disorder Treatment and Recovery Support Services**



**Exhibit A-1**

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

ST  
7/20/15



## Method and Conditions Precedent to Payment

### I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

#### A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$125,725.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

#### B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed \$20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

### II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the





rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential– Adult, including pregnant and parenting women	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential Treatment – Adolescent	\$128.00/day	\$896 (7 days) /week
X	Transitional Living – Adult, including pregnant and parenting women	\$100.00/day	\$700 (7 days) /week
X	Transitional Living – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	

*ST*  
*7/20/15*



Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the



amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

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7/20/15



**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation,

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9/20/15



can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

**IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services**

- A. Payment for said services shall be made as follows:
- i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
  - ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.  
The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
- C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.
- D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

ST  
Date 7/20/15

# CERTIFICATE OF VOTE

I, J. Andrew Daubenspeck, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Headrest, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 7/17/2015:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 22nd day of July, 2015.  
(Date Contract Signed)

4. Suzanne Thistle is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

J. Andrew Daubenspeck  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2015.

By J. ANDREW DAUBENSPECK  
(Name of Elected Officer of the Agency)

Patricia L. Jordan  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**PATRICIA L. JORDAN**, Notary Public  
My Commission Expires October 20, 2015

Commission Expires: \_\_\_\_\_



State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #97) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$880,075.00.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.
8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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9. Add Exhibit C-1, Revisions To General Provisions.
10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.





New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/2/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

5/29/15  
Date

Headrest  
[Signature]  
NAME  
TITLE Executive Director

Acknowledgement:  
State of New Hampshire County of Grafton on May 29, 2015, before the undersigned officer, personally appeared ~~the person identified above,~~ or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace Suzanne Laura Thistle

[Signature] Notary Public  
Name and Title of Notary or Justice of the Peace





New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/15  
Date

[Signature]  
Name: Megan Y. [unclear]  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #3

Scope of Services

**A. Population Served**

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

**B. Required Treatment Services**

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

<b>Service Table</b>	
<b>Required Services</b>	<b>Treatment Services</b>
X	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b> Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) –</b> A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b> Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>



Exhibit A Amendment #3

<b>Service Table</b>	
<b>Required Services</b>	<b>Treatment Services</b>
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1) – Pregnant Women - Low-Intensity Residential Treatment</b> as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Transitional Living (ASAM Level 3.1)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Transitional Living (ASAM Level 3.1) – Pregnant Women - Low-Intensity Residential Treatment</b> as identified above provided to pregnant &amp; parenting women.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</b> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
	no less than every 30 days.  No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
	<b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women -</b> High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</b> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.  No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<b>Recovery Support Services</b> as identified above provided to pregnant & parenting women.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

**C. Required Provisions for Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

**Access to Services:**

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and



Exhibit A Amendment #3

- c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

**Waiting List Management:**

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment or
- Such persons refuse treatment.

**Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:**

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

**Interim Services for other Clients:**

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

**Services to pregnant and parenting women:**

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

**Relationship(s) with Primary Health Care:**

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

**Tobacco Cessation:**

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

**Tuberculosis:**

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening,

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

testing, counseling and referral for medical treatment.

**Physical location and facilities:**

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

**Culturally and Linguistically Appropriate Standards of Care:**

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall,



**Exhibit A Amendment #3**

upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.

5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

***Evaluation:***

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

**Publicatlons Funded Under Contract:**

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

**Student Internships:**

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

**Staff Licensing Requirements:**

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

**Staff Certification Requirements:**

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

**Supervision:**

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. **New Hires:** The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. **Vacancies:** The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnerool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.



**Exhibit A Amendment #3**

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Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

Contractor Initials: ST  
Date: 5/24/15



## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$125,725.00 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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ST  
5/29/15



Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential– Adult, including pregnant and parenting women	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential Treatment – Adolescent	\$128.00/day	\$896 (7 days) /week
X	Transitional Living – Adult, including pregnant and parenting women	\$100.00/day	\$700 (7 days) /week
X	Transitional Living – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

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5/29/15



\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.

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5/29/15



- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.

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5/29/15



- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

31  
5/29/15





**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Date 5/29/15

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed  
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$3,000,000.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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5/29/15

New Hampshire Department of Health and Human Services  
Exhibit D Amendment #1



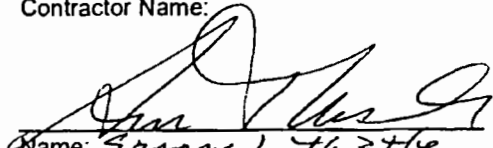
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

5/29/15  
Date

Contractor Name:

  
Name: Franck L. Thistle  
Title: Executive Director





**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/29/15  
Date

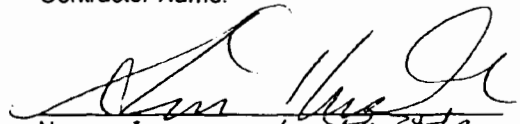
  
Name: SUZANNE L. FRISETTE  
Title: EXECUTIVE DIRECTOR



Exhibit F Amendment #1

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Date 5/29/15

Contractor Name:

*[Signature]*  
Name: GUZANNA L. THORNTON  
Title: EXECUTIVE DIRECTOR

Contractor Initials GT  
Date 5/29/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

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5/29/15

New Hampshire Department of Health and Human Services  
Exhibit G

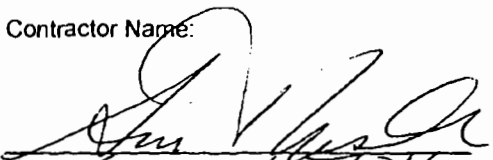


In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

5/29/15  
Date

Contractor Name:  
  
Name: SUZANNE L. TRUSTIE  
Title: EXECUTIVE DIRECTOR

Contractor Initials ST  
Date 5/29/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

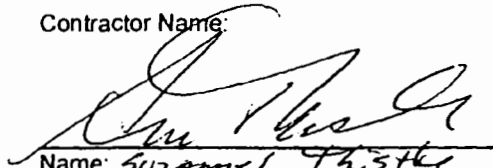
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

5/29/15  
Date

Contractor Name:

  
Name: Suzannel Thistle  
Title: Executive Director

ST  
5/29/15



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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5/29/15



- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business





Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

41

5/29/15



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Dept of Health & Human Services  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

6/2/15  
Date

Headrest, Inc  
Name of the Contractor

Suzanne L. Thibodeau  
Signature of Authorized Representative

Suzanne L. Thibodeau  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

5/29/15  
Date

# CERTIFICATE OF VOTE

I, Andrew Daubenspeck, Secretary to the Board of Directors, do hereby certify that:  
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Headrest, Inc., 14 Church Street, Lebanon, NH 03766.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency  
duly held on June 29, 2005:  
(Date)

**RESOLVED:** That the Executive Director of Headrest, Inc.  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions, or  
modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29th  
day of May, 2015.  
(Date Contract Signed)

4. Suzanne L. Thistle is the duly elected Executive Director of Headrest  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

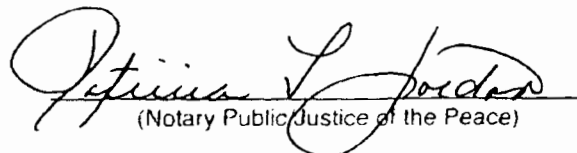
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2015.

By J. Andrew Daubenspeck  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

PATRICIA L. JORDAN, Notary Public  
My Commission Expires October 20, 2015

Commission Expires: \_\_\_\_\_

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Suzanne L. Thistle, MA, MLADC	Executive Director	\$75,000 yr	.25%	\$18,750.00
Nancy Davis, MLADC, LCMHC	Clinical Coordinator	\$50,000 yr	.25%	\$12,500.00
Tom Howard, CRSW	Residential Manager	\$29,950 yr	.25%	\$7,487.50
Caleb Kelton	Hotline Coordinator	\$27,040 yr	.25%	\$6,760.00
Eric Harbeck	Billing Manager	\$27,040 yr	.25%	\$6,760.00



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State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 97) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-29900000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$754,350
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

5/28/14  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
NAME  
TITLE Director

5-19-2014  
Date

Headrest

[Signature], Executive Director  
NAME  
TITLE Ed Parobek

Acknowledgement:

State of NH, County of Suffolk on May 19, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace





New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

*Rosemary Wiant*  
Name: *Rosemary Wiant*  
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Contractor Initials: *JP*  
Date: *5-19-2014*



Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
X	<i>Outpatient Treatment (ASAM Level 1)</i> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</i> – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<i>Intensive Outpatient Treatment (ASAM Level 2.1)</i> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</i> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<i>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</i> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	<i>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</i> - Low-Intensity Residential Treatment as identified above provided to



Exhibit A Amendment #2

	<p><b>pregnant &amp; parenting women.</b></p> <p><i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</i></p>
	<p><i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</i></p>
	<p><i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</i></p>
X	<p><b>Recovery Support Services:</b>                  Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.                  Types of Recovery Support Services are listed below:</p>
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><i>Recovery Support Services as identified above provided to pregnant &amp; parenting women.</i></p>

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

C. **Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.


  
5-17-2014



Exhibit A Amendment #2

- b. **Level of Care:** For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
- The maximum allowed charge will be billed to the client's insurer, if applicable.
  - The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment or
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***


The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

  
5-19-2014

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

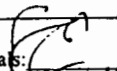
Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

**Publications Funded Under Contract:**

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

**Student Internships:**

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

  
5-17-2014

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**Staff Licensing Requirements:**

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

**Staff Certification Requirements:**

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

**Supervision:**

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

1. **New Hires:** The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. **Vacancies:** The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**ATR and Recovery Support Services:**

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

5-19-2014  
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New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Exhibit B Amendment #2

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$251,450 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.**

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week



Exhibit B Amendment #2

X	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for



Exhibit B Amendment #2

services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. **Abstinence:** The client reports reduced or no substance use in the past 30 days.
- ii. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days.
- iv. **Stability in Housing:** The client reports being in stable housing.
- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.



**Exhibit B Amendment #2**

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The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**V. Charitable Choice:**



Exhibit B Amendment #2

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Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

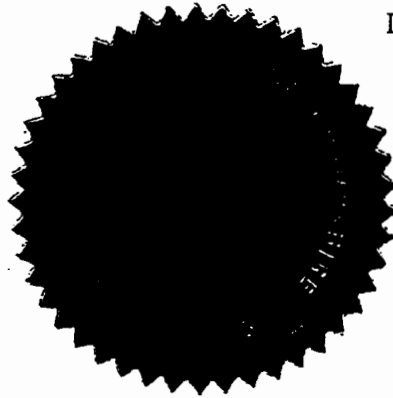
- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire nonprofit corporation formed April 27, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14<sup>th</sup> day of May A.D. 2014

A handwritten signature in cursive script, appearing to read "William Gardner", is written over the printed name.

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, JOHN F. CREAGH, PRESIDENT, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of HEARST, INC  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on JUNE 27, 2013  
(Date)

RESOLVED: That the Ed Rostoker, Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 19<sup>TH</sup> day of May, 2014.  
(Date Contract Signed)

4. Ed Rostoker is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

John F. Creagh  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Suffolk

The forgoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2014.

By John F. Creagh  
(Name of Elected Officer of the Agency)

Patricia L. Jordan  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

PATRICIA L. JORDAN, Notary Public  
My Commission Expires October 20, 2015

Commission Expires: \_\_\_\_\_





**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 502,900.00
- 2) Amendment and modification of Exhibit A;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) **Change II A from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
**Change to:** "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) **Change II B Group Recovery Support Services from:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

New Hampshire Substance Abuse Treatment and Recovery Support Services



**Change to:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

**Table SAMHSA National Outcome Measures**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

New Hampshire Substance Abuse Treatment and Recovery Support Services



DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
- a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) Delete in Section II; "TOTAL: \$251,450.00"
- 4) **Add** Exhibit B-1 and B-2

MTC  
5/9/12



New Hampshire Substance Abuse Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/13  
Date

Nancy L. Rollins for DR  
Nancy L. Rollins  
Associate Commissioner

Headrest, Inc.

May 9, 2013  
Date

Michael J. Cryans  
Name: Michael J. Cryans  
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Grafton on May 9, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Patricia L. Jordan  
Name and Title of Notary or Justice of the Peace

Notary for Michael Cryans only

PATRICIA L. JORDAN, Notary Public  
My Commission Expires October 20, 2015

New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013  
Date

[Signature]  
Name: Jeanne P. HERRICK  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Health et, Inc      Oupliant Services  
Budget Request for: Substance Abuse Treatment Services  
(Name of RFP)

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost		Comptroller Share / Match		Funded by DHS Contract Share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 126,356.00	\$ 23,844.00	\$ 150,000.00	\$ 10,000.00	\$ 0,238.00	\$ 13,844.00	\$ 164,282.00
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18. Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21. Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Salaries/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25. Self Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Other (Include Details in Attachment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28. TOTAL	\$ 126,356.00	\$ 23,844.00	\$ 150,000.00	\$ 10,000.00	\$ 0,238.00	\$ 13,844.00	\$ 164,282.00

Indirect As A Percent of Direct 18.7%

Exhibit B-2

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: HeadStart, Inc Transitional Living

Budget Request for: Substance Abuse Treatment Services

(None of 2014)

Budget Period: State Fiscal Year 2014

Line Item	Direct		Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed	Incremental	Fixed	
1. Total Staff/Wages	202,711.00	47,289.00	250,000.00	250,000.00	65,312.00	20,000.00	137,389.00	27,289.00	164,688.00
2. Employee Benefits	-	-	-	-	-	-	-	-	-
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
5. Repair and Maintenance	-	-	-	-	-	-	-	-	-
6. Purchases/Depreciation	-	-	-	-	-	-	-	-	-
7. Supplies	-	-	-	-	-	-	-	-	-
8. Educational	-	-	-	-	-	-	-	-	-
9. Lab	-	-	-	-	-	-	-	-	-
10. Pharmacy	-	-	-	-	-	-	-	-	-
11. Medical	-	-	-	-	-	-	-	-	-
12. Office	-	-	-	-	-	-	-	-	-
13. Travel	-	-	-	-	-	-	-	-	-
14. Occupancy	-	-	-	-	-	-	-	-	-
15. Grant Expenses	-	-	-	-	-	-	-	-	-
16. Telephone	-	-	-	-	-	-	-	-	-
17. Postage	-	-	-	-	-	-	-	-	-
18. Subscriptions	-	-	-	-	-	-	-	-	-
19. Audit and Legal	-	-	-	-	-	-	-	-	-
20. Insurance	-	-	-	-	-	-	-	-	-
21. Board Expenses	-	-	-	-	-	-	-	-	-
22. Software	-	-	-	-	-	-	-	-	-
23. Training/Communications	-	-	-	-	-	-	-	-	-
24. Staff Education and Training	-	-	-	-	-	-	-	-	-
25. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
26. Other (Specify details in narrative)	-	-	-	-	-	-	-	-	-
TOTAL	202,711.00	47,289.00	250,000.00	250,000.00	65,312.00	20,000.00	137,389.00	27,289.00	164,688.00

Indirect As A Percent of Direct 23.3%

**CERTIFICATE OF VOTE**

(Corporation without Seal)

1. John A. Daubenspeck, do hereby certify that:  
(Name of Clerk of the Corporation, cannot be contract signatory)

1. I am a duly elected Clerk of Heanrest, Inc  
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 9 2013:  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of

Substance Abuse Treatment and Recovery Support services.

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9<sup>th</sup> day of May, 2013.  
(Date Contract Signed)

4. Michael J. Cryans is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

John A. Daubenspeck  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 2013.

By John A. Daubenspeck  
(Name of Clerk of the Corporation)

May R. Duval  
(Notary Public/Justice of the Peace)

Commission Expires: 02/02/14



Handwritten initials: JAL, SRD, AP



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 24, 2012 APPROVED BY

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

DATE 6/20/12  
PAGE 13  
ITEM # 97

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Headrest, Inc. (Vendor # 175226), 14 Church Street, Lebanon, NH 03766, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$251,450.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$115,654.00
			Subtotal	\$115,654.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$56,413.00
			Subtotal	\$56,413.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$79,383.00
			Subtotal	\$79,383.00
			<b>Total</b>	<b>\$251,450.00</b>

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Lebanon Area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Headrest, Inc., was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$251,450.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

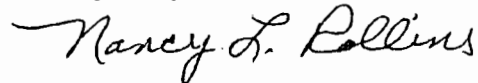
Area served: Lebanon Area.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2012  
Page 4 of 4

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

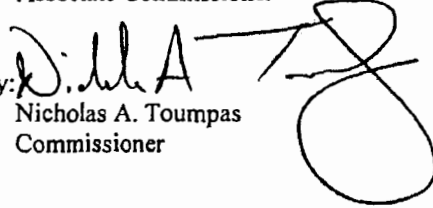
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/df

REF/RFP CRITERIA	Max Pts	15	14.00	13.00	15.00	13.00	13.00	11.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	13.00	15.00	12.00	15.00	12.00	13.00	10.00
Experience and Capacity	50	42.00	-6.00	47.00	48.00	48.00	47.00	41.00	47.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	48.00	42.00	48.00	48.00	42.00	27.00
Budget	25	24.00	1.00	23.00	25.00	24.00	23.00	18.00	20.00	18.00	25.00	19.00	24.00	16.00	22.00	21.00	23.00	22.00	21.00	21.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	7.50	0.00	6.90	9.30	9.00	6.30	9.50	7.20	6.30	7.50	7.50	6.30	7.50	7.20	8.30	5.60
Total	100	88.00	91.00	97.00	97.00	90.00	90.00	70.00	86.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	83.00	93.00	81.00	87.00	58.00

BOGUCI REQUEST	585,000	\$77,207	\$404,794	\$1,211,444	\$47,050	\$116,428	\$1,798,112	\$18,608	\$145,843	\$30,800	\$183,484	\$744,261	\$2,619,253	\$312,931	\$1,319,236	\$87,567	\$747,631	\$930,630
BUDGET AWARDED	586,803	\$74,406	\$324,520	\$1,110,599	\$39,238	\$60,415	\$1,556,985	\$151,456	\$189,276	\$27,118	\$97,219	\$1,099,025	\$1,457,408	\$432,468	\$1,219,234	\$75,013	\$611,507	\$730,630

Name	Job Title	Dept/Agency	Qualifications
1 Lynn Rourke	Sub Use Disorders	Grainmaking/GC	At least 10 years experience managing vendors for various programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2 Pamela Sullivan	Youth Counselor	SYDC	
3 Heidi Young	Program Specialist	DCYF	
4 Bernice Bluhm	Prog Planner/rev. Spec.	Family Services	
5 Alan West/Ph D	Psychologist/VA	TX/Co-occurring	
6 Mary Miller	Prog. Spec. IV	OCPP	
7 Michele Riccio	Prog. Spec. IV	DPHS	
8 Karolyn (Resettl)	Internal Auditor	BDAS/FBO	
9 Linda Keller	Administrator I	BDAS/RAD	
10 Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11 Bruce Blaney	Regional Coordinator	BDAS-CSU	
12 Jim Shaneris	Administrator I	BDAS-FBOU	
13 Linda Parker	Prog. Spec. IV	BDAS-CSU	
14 Rosemary Shannon	Administrator I	BDAS-CSU	
15 Rob O'Lannon	ATR Prog. Spec.	BDAS/ATR	
16 Jaime Powers	T&Rec Serv Coord.	BDAS/ATR	
17 John Sweeney	Systems Dev	BDAS/IT	
18 Michael Rodgers	Assistant Administrator	BDAS	
19 Jeffrey Metzger	Sr. Mngt Analyst	BDAS/PSU	
20 Ann Crawford	Regional Coordinator	BDAS/PSU	
21 Valerie Morgan	Administrator I	BDAS/PSU	

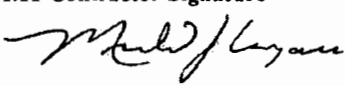
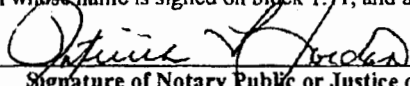
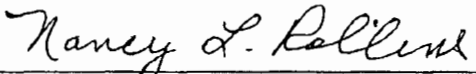
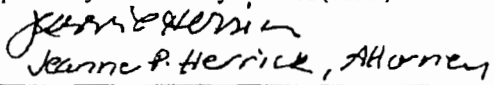
Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Headrest, Inc.		<b>1.4 Contractor Address</b> 14 Church Street, Lebanon, NH 03766	
<b>1.5 Contractor Phone Number</b> 603-448-4872 ext 110	<b>1.6 Account Number</b> 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	<b>1.7 Completion Date</b> June 30, 2013	<b>1.8 Price Limitation</b> \$251,450.00
<b>1.9 Contracting Officer for State Agency</b> Nancy L. Rollins, Associate Commissioner		<b>1.10 State Agency Telephone Number</b> 603-271-4093	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Michael J. Cayms, Executive Director	
<b>1.13 Acknowledgement:</b> State of New Hampshire, County of Grafton On <u>4/6/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. 			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> PATRICIA L. JORDAN, Notary Public My Commission Expires October 20, 2015 [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Nancy L. Rollins, Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Jeanne P. Herrick, Attorney On: <u>4 June 2012</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: MJC  
Date: 5-23-12

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each



Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services  
 Exhibit A**

**I. General Provisions**

**CONTRACT PERIOD:** July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

**CONTRACTOR NAME:** Headrest, Inc.

**ADDRESS:** 14 Church Street, Lebanon, New Hampshire 03766

**EXECUTIVE DIRECTOR:** Michael Cryans

**TELEPHONE:** (603) 448-4872 X 110

**II. Scope of Services**

*A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:*

Treatment Modality	# of Beds	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	\$ Awarded
Outpatient		1.16	Grafton / Sullivan Counties	36	\$86,762.00
Transitional Living Program – Adult	5.01		Statewide	20	\$164,688.00
Group – Recovery Support Services *				28	0

\* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

**B. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

***Required Outreach:***

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

***Limitations on Exclusionary Criteria:***

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

***Sliding Fee Scale:***

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be

assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.

5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

**Outpatient Treatment** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Intensive Outpatient Treatment** - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Residential Treatment** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

**Transitional Living** - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program



at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

- f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- g. A full-time Executive Director, not filling any of the positions described above.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Subcontracting/Consultants:***

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner

Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

**SAMHSA National Outcome Measures:**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>• 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of	Under development

	care	
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street  
Concord, New Hampshire 03301  
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made

to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
Substance Use Disorder Treatment Services

Exhibit B  
Purchase of Services  
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Headrest, Inc.

ADDRESS: 14 Church Street, Lebanon, New Hampshire 03766

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Michael Cryans

TELEPHONE: 603-448-4872 x 110

Vendor # 175226-B001

Job # 95841387 Appropriation # 05-095-095-958410-1387-102-500734

Job # 95848501 Appropriation # 05-095-095-958410-1388-102-500734

Job # 95846501 Appropriation # 05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 79,383.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

\$ 56,413.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

\$ 115,654.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$251,450.00

### III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

#### 1. Performance Utilization:

##### A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

##### B. Utilization Methodology by Modality:

- i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000/\$120$ ) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by

the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

## 2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

### B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

**3. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**4. Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

**V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VI. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

- 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

#### **RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.



**16. Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

*(a) **Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.**

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Standard Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**

**US DEPARTMENT OF EDUCATION – CONTRACTORS**

**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner  
NH Department of Health and Human Services,**

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

(b) *Establishing an ongoing drug-free awareness program to inform employee's about:*

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

II.

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance: Lebanon, New Hampshire

Check  if there are workplaces on file that are not identified here.

Headrest, Inc. From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013  
 Contractor Name Period Covered by this Certification

Michael J. Cryan, Executive Director  
 Name and Title of Authorized Contractor Representative

Michael J. Cryan 5-23-12  
 Contractor Representative Signature Date

NH Department of Health and Human Services

Standard Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

Applicable program covered:

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

A. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at [www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf)), in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

*M. J. Lyons*  
Contractor Signature

*Executive Director*  
Contractor's Representative Title

Headrest, Inc.

5.27.12

Contractor Name

Date

Standard Exhibits C – J  
TX Substance Use Disorder

Contractor Initials: *mjc*  
Date: 5.27.12

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. *The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1)

**PRIMARY COVERED TRANSACTIONS**

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

[Signature]  
Contractor Signature

Executive Director  
Contractor's Representative Title

Headrest, Inc.  
Contractor Name  
Standard Exhibits C - J  
TX Substance Use Disorder

5.23.12  
Date

Contractor Initials: MJR  
Date: 5.23.12



NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

M. J. [Signature] Executive Director  
Contractor Signature Contractor's Representative Title

Headrest, Inc. 5-23-12  
Contractor Name Date

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NH Department of Health and Human Services


STANDARD EXHIBIT H

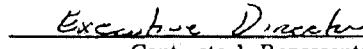
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

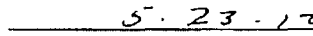
The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

  
\_\_\_\_\_  
Contractor Signature

  
\_\_\_\_\_  
Contractor's Representative Title

\_\_\_\_\_  
Headrest, Inc.

  
\_\_\_\_\_  
Date

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services The State Agency Name	Headrest, Inc. Name of Contractor
<i>Nancy L. Rollins</i> Signature of Authorized Representative	<i>M. J. Crymms</i> Signature of Authorized Representative
Nancy L. Rollins Name of Authorized Representative	Michael J. Crymms Name of Authorized Representative
Associate Commissioner Title of Authorized Representative	Executive Director Title of Authorized Representative
<i>5/31/12</i> Date	<i>5-23-12</i> Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

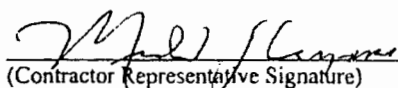
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and*
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
(Contractor Representative Signature)

Michael J. Crymms, Executive Director  
(Authorized Contractor Representative Name & Title)

Headrest, Inc.  
(Contractor Name)

5.23.12  
(Date)

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: mjc  
Date: 5.23.12



NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:           

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO  YES

*A. If the answer to #2 above is NO, stop here*

**If the answer to #2 above is YES, please answer the following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

*B. If the answer to #3 above is YES, stop here*

**If the answer to #3 above is NO, please answer the following:**

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:            Amount:           

Name:            Amount:           

Name:            Amount:           

Name:            Amount:           

Name:            Amount:

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire nonprofit corporation formed April 27, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24<sup>th</sup> day of May A.D. 2012

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, J. Andrew Daubenspeck , of Lebanon, NH , do hereby certify that:

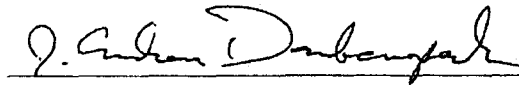
1. I am the duly elected Secretary of Headrest Inc.;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on May 23<sup>rd</sup> , 2012;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Michael J. Cryans is the duly elected Executive Director of the corporation.

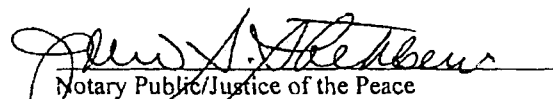
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 23<sup>rd</sup> , 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 23<sup>rd</sup> day of May, 2012.



STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 2012 by J. Andrew Daubenspeck.



Notary Public/Justice of the Peace  
My Commission Expires:  
JOHN S. STEBBINS, Notary Public  
State of New Hampshire  
My Commission Expires February 2, 2016



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Horizons Counseling Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 25 Country Club Road, Suite 705, Gilford, NH 03249.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #99) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), and (Amendment #4 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$786,815.
4. Amend Exhibit B Amendment #4 by striking:
  - A. Funding for Exhibit A, Amendment #3  
For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$132,058.00 as follows:
    - 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
    - 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
    - 32% General funds.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

And inserting in its place:

- A. Funding for Exhibit A, Amendment #3  
For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$198,087 as follows:
- 61% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
  - 16% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
  - 23% General Funds.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/13/15  
Date

Marilee Ninan  
NAME Marilee Ninan  
TITLE Deputy Commissioner

Horizons Counseling Center, Inc.

11/12/2015  
Date

Jacqueline Abikoff  
NAME Jacqueline Abikoff  
TITLE Executive Director

Acknowledgement:

State of New Hampshire, County of Belknap on 11/12/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Alexandra MacDonald  
Name and Title of Notary or Justice of the Peace

ALEXANDRA MacDONALD  
Notary Public - New Hampshire  
My Commission Expires February 2, 2016

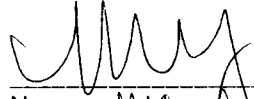


**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Date 11/25/15

OFFICE OF THE ATTORNEY GENERAL

  
Name: Megan A. Kelly  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HORIZONS COUNSELING CENTER, INC. is a New Hampshire nonprofit corporation formed March 2, 1990. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11<sup>th</sup> day of May A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, David Parisi, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Horizons Counseling Center.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on April 8, 2015:  
(Date)

**RESOLVED:** That the Jacqueline Abikoff  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 12<sup>th</sup> day of November, 2015.  
(Date Contract Signed)

4. Jacqueline Abikoff is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David Parisi  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2015.

By David Parisi  
(Name of Elected Officer of the Agency)

Jacqueline Abikoff  
(Notary Public Justice of the Peace)

(NOTARY SEAL)

ALEXANDRA MacDONALD  
Notary Public - New Hampshire  
My Commission Expires February 2, 2016

Commission Expires: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CROSS INSURANCE - LACONIA 155 Court Street  Laconia NH 03246	<b>CONTACT NAME:</b> Amanda O'Brien <b>PHONE (A/C No. Ext.):</b> (603) 524-2425 <b>FAX (A/C No.):</b> (603) 524-3666 <b>E-MAIL ADDRESS:</b> aobrien@crossagency.com																					
<b>INSURED</b> Horizons Counseling Center 25 Country Club Rd  Gilford NH 03249	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Peerless Indemnity Ins Co</td> <td>18333</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Peerless Indemnity Ins Co	18333	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Peerless Indemnity Ins Co	18333																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES**                                      **CERTIFICATE NUMBER: CL1562342275**                                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BOP3772229	6/14/2015	6/14/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Hired/borrowed \$
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			BOP3772229	6/14/2015	6/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Location 1: 25 Country Club Road, Gilford NH  
  
 Location 2: 258 Highland Street, Suite 13, Plymouth NH

<b>CERTIFICATE HOLDER</b>  NHDHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Amanda O'Brien/AOB
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Byse Agency Inc. 208 Union Ave. PO Box 1346 Laconia NH 03246	<b>CONTACT NAME:</b> Kathleen Gilman <b>PHONE (A/C, No, Ext):</b> (603) 524-4242 <b>E-MAIL ADDRESS:</b> kgilman@byseinsurance.com <b>FAX (A/C, No):</b> (603) 524-0748																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Casualty and Surety</td> <td></td> <td>19038</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Travelers Casualty and Surety		19038	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
<b>INSURED</b> HORIZONS COUNSELING CENTER 25 COUNTRY CLUB ROAD GILFORD NH 03249																					

**COVERAGES**      **CERTIFICATE NUMBER:** NH03HHS2015      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>Y</b>	N/A	UB5C113621	12/15/2014	12/15/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
States for which statutory Workers Compensation is provided: NH  
Owners/Partners/Officers/Others excluded: Board of Directors

<b>CERTIFICATE HOLDER</b> jabikoff@gmail.com  NH Dept. of Health & Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Kathleen Gilman/KAG
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# CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY

C/O: American Professional Agency, Inc.  
95 Broadway, Amityville, NY 11701  
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named insured(s) as stated.

**THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.**

Name and Address of Insured:

HORIZONS COUNSELING CENTER INC  
25 COUNTRY CLUB RD #705  
GILFORD NH 03249

Additional Named Insureds:

JACQUELINE ABIKOFF  
LYNNE TOWLE  
ROBERT A. ULMAN  
ELSA JOHNSON

Type of Work Covered: SOCIAL WORKERS / PROFESSIONAL SOCIAL WORKER

Location of Operations: N/A  
(If different than address listed above)

Claim History: None

Retroactive date is 07/01/1997

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	560-000040960	7/01/15	7/01/16	2,000,000 4,000,000

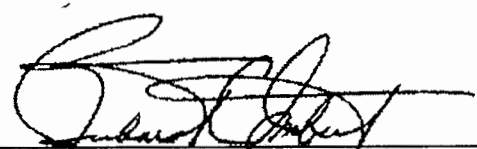
**NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.**

Comments:

This Certificate Issued to:

Name: HORIZONS COUNSELING CENTER INC  
25 COUNTRY CLUB RD #705

Address: GILFORD NH 03249

  
Authorized Representative

# **HORIZONS COUNSELING CENTER**

## **MISSION STATEMENT**

Horizons Counseling Center is dedicated to the provision of comprehensive, quality prevention, assessment and treatment services for substance use and co-occurring mental health disorders. We seek to ensure access to services for substance abusers and their families regardless of income or ability to pay. Through community education we seek to raise awareness about the disease of addiction and to reduce the stigma associated with addiction that creates barriers to treatment and discrimination for addicted persons and their families.

Horizons Counseling Center, Inc.  
Financial Statements  
June 30, 2013 and 2012

Horizons Counseling Center, Inc.  
Financial Statements  
June 30, 2013

Table of Contents

	Page
Independent Accountants' Report	1
Statement of Financial Position	2
Statement of Activities	3
Statement of Functional Expenses	4-5
Statement of Cash Flows	5
Notes to Financial Statements	6

Kenneth P. Malone, CPA  
James F. Dirubbo, CPA, CGMA  
Ronda J. Kilanowski, CPA, CGMA  
Penny J. Raby, CPA, CGMA  
Robert E. Reed, CPA  
Tracey L. Liveriois, CPA  
Robert A. Lemay, CPA  
Shirley E. Perry, EA  
Stephanie A. Sinclair, EA

www.mdcobpas.com  
info@mdcobpas.com

501 Union Avenue, Suite 1  
Laconia, NH 03245-2817  
603-528-2247  
Fax 603-528-7624

64 Franklin Street  
Franklin, NH 03235-1510  
603-934-2942  
Fax 603-934-5384

9 West Street  
Lincoln, NH 03251  
603-745-3112  
Fax 603-745-3312

## INDEPENDENT AUDITORS' REPORT

To the Board of Trustees of Horizon Counseling Center, Inc.  
Gilford, NH 03246

We have audited the accompanying financial statements of Horizon Counseling Center, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Horizon Counseling Center, Inc. as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Malone, Dirubbo & Company, P.C.*

Malone, Dirubbo & Company, P.C.

Franklin, New Hampshire  
November 6, 2014

Horizons Counseling Center, Inc.  
 Statements of Financial Position  
 As of June 30,

ASSETS

	<u>2013</u>	<u>2012</u>
Current Assets		
Cash	\$ 58,064	\$ 147,681
Grants receivable	15,799	31,853
Accounts receivable (net realizable value)	43,331	32,943
Contracts receivable	10,025	8,455
Prepaid expenses	<u>2,155</u>	<u>355</u>
Total Current Assets	129,374	221,287
 Property and Equipment		
Office equipment	2,790	2,790
Less: accumulated depreciation	<u>(2,148)</u>	<u>(1,807)</u>
Property and Equipment, Net	<u>642</u>	<u>983</u>
 TOTAL ASSETS	 <u>\$ 130,016</u>	 <u>\$ 222,270</u>

LIABILITIES AND NET ASSETS

Current Liabilities		
Account payable	\$ 8,815	\$ 8,368
Payroll taxes payable	<u>283</u>	<u>310</u>
Total Current Liabilities	9,098	8,678
 Unrestricted Net Assets	 <u>120,918</u>	 <u>213,592</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 130,016</u>	 <u>\$ 222,270</u>

See accompanying notes and independent auditors' report.



Horizons Counseling Center, Inc.  
 Statements of Activities  
 For the Years Ended June 30,

	<u>2013</u>	<u>2012</u>
Support and Revenue		
Grant contract revenue	\$ 189,586	\$ 189,576
Service fees (net)	121,742	102,997
Other contract revenue	81,503	70,499
Donations	11,421	0
In-kind support	6,400	0
Other revenue	<u>12,639</u>	<u>0</u>
Total Support and Revenue	423,291	363,072
Expenses		
Program services	385,762	269,310
Management and general expenses	<u>130,203</u>	<u>129,999</u>
Total Expenses	<u>515,965</u>	<u>399,309</u>
Increase (Decrease) in Unrestricted Net Assets	(92,674)	(36,237)
Net Assets at Beginning of Year	<u>213,592</u>	<u>249,829</u>
Net Assets at End of Year	<u>\$ 120,918</u>	<u>\$ 213,592</u>

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.  
Statement of Functional Expenses  
For the Year Ended June 30, 2013

	<u>Program Services</u>	<u>Management &amp; General</u>	<u>Total</u>
Salary- clinicians	\$ 264,029	\$ 15,120	\$ 279,149
Salary- executive director	14,000	56,000	70,000
Salary - administrative	0	7,250	7,250
Employee benefits	42,421	23,823	66,244
Payroll tax expense	22,578	6,265	28,843
Donated program services	6,400	0	6,400
Advertising and promotions	0	50	50
Depreciation	0	340	340
Professional development	0	255	255
Liability insurance	0	4,756	4,756
Office supplies	0	1,489	1,489
Postage	0	669	669
Rent	23,885	5,971	29,856
Telephone and internet	2,004	655	2,659
Utilities	4,014	1,003	5,017
Professional fees - accounting	0	575	575
Professional fees - auditing	0	5,600	5,600
Professional fees - consulting	6,000	0	6,000
Miscellaneous expense	431	382	813
	<u>385,762</u>	<u>130,203</u>	<u>515,965</u>
<b>Total Expenses</b>	<b><u>\$ 385,762</u></b>	<b><u>\$ 130,203</u></b>	<b><u>\$ 515,965</u></b>

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.  
Statement of Functional Expenses  
For the Year Ended June 30, 2012

	<u>Program Services</u>	<u>Management &amp; General</u>	<u>Total</u>
Salary- clinicians	\$ 172,815	\$ 9,713	\$ 182,528
Salary- executive director	14,000	56,000	70,000
Salary - administrative	0	16,531	16,531
Employee benefits	45,168	21,128	66,296
Payroll tax expense	16,723	5,468	22,191
Bank fees	0	160	160
Depreciation	0	340	340
Professional development	0	263	263
Workers compensation insurance	0	1,902	1,902
Liability insurance	0	2,871	2,871
Licenses and fees	0	75	75
Office supplies	0	1,785	1,785
Postage	0	625	625
Rent	16,085	4,021	20,106
Telephone and internet	1,886	471	2,357
Utilities	2,484	621	3,105
Professional fees - accounting	0	475	475
Professional fees - auditing	0	5,300	5,300
Professional fees - consulting	100	0	100
Penalties & fees	0	2,200	2,200
Miscellaneous expense	49	50	99
	<hr/>	<hr/>	<hr/>
Total Expenses	<u>\$ 269,310</u>	<u>\$ 129,999</u>	<u>\$ 399,309</u>

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.  
 Statements of Cash Flows  
 For the Years Ended June 30,

	<u>2013</u>	<u>2012</u>
Cash Flows from Operating Activities		
Change in Net Assets	\$ (92,674)	\$ (36,237)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:		
Depreciation expense	340	340
Decrease (increase) in operating assets:		
Grants and contracts receivable	14,485	(5,654)
Accounts receivable	(10,388)	(5,643)
Other current assets	(1,800)	931
Increase (decrease) in operating liabilities:		
Accounts payable	447	7,368
Accrued liabilities	<u>(27)</u>	<u>9</u>
Net cash provided by (used in) operating activities	<u>(89,617)</u>	<u>(38,886)</u>
Net increase (decrease) in cash	(89,617)	(38,886)
Cash at beginning of year	<u>147,681</u>	<u>186,567</u>
Cash at end of year	<u>\$ 58,064</u>	<u>\$ 147,681</u>

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.  
Notes to Financial Statements  
June 30, 2013 and 2012

Note 1: Organization

Horizons Counseling Center, Inc. is a New Hampshire non-profit organization incorporated March 2, 1990. The Organization is dedicated to providing quality mental health care services for the comprehensive prevention, assessment and treatment of substance abuse and dependence, and related behavioral matters. Services are provided to substance abusers, their families and others affected by the substance abuse. The Organization is dedicated to providing these services to those of limited financial ability, regardless of their ability to pay.

Note 2: Summary of Significant Accounting Policies

Accounting Method

The financial statements have been prepared using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when they are earned and expenses are recorded at the time liabilities are incurred.

Net Assets

The Organization reports its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted Net Assets include the portion of funds that are not restricted by donor or grantor and are available for support of the Organizations' operation.

Temporarily Restricted Net Assets include the portion of funds for which donor or grantor restrictions have not yet been met and for which the ultimate purpose of the proceeds are not permanently restricted.

Permanently Restricted Net Assets include the portion of funds for which donor or grantor imposed restrictions require the funds to be maintained permanently by the Organization.

Cash and Cash Equivalents

For the purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable is stated at net realizable value and consists of amounts due from clients for services rendered. Service fees are recorded in the year in which the service is performed. Uncollectible amounts, estimated by management based on historical data, are recorded in the period during which the services are provided even though the actual amounts may become known at a later date.

Horizons Counseling Center, Inc.  
Notes to Financial Statements  
June 30, 2013 and 2012

Note 2: Summary of Significant Accounting Policies – continued

Accounts Receivable - continued

Under terms of the State grant the Organization receives, no patient may be denied services for an inability to pay, resulting in services that are provided but are never expected to result in cash flows. These services estimated at approximately 54% of billings, do not qualify for recognition as receivables or revenue.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at their fair market value at the date of donation. Maintenance and repairs are charged to operations when incurred; major purchases and improvements are capitalized. Fixed assets, consisting of computer and telephone equipment are being depreciated over a five year period using the straight line method.

Grants

The State of New Hampshire, in accordance with a grant contract with the Organization, allows any surplus of revenues over expenses to be used on activities approved by the grant contract with the State of New Hampshire, Department of Health and Human Services – Bureau of Drug and Alcohol Services (BDAS) to cover Medicaid shortfalls or to be expended at HCC's discretion to increase or improve service delivery within the programs specified by the contract except that such expenditures shall not increase the annualized operating cost of such programs without the prior written approval of BDAS. (See Note 5)

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. When a restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has chosen to record restricted contributions whose restrictions are met in the same reporting period as unrestricted contributions.

Schedules of Functional Expenses

The costs of providing various program and management services have been summarized on a functional basis in the Statement of Functional Expenses. Accordingly, certain costs have been allocated amongst the program services and management services benefited based on actual costs and analysis of personnel time.

Horizons Counseling Center, Inc.  
Notes to Financial Statements  
June 30, 2013 and 2012

Note 2: Summary of Significant Accounting Policies – continued

Use of Estimates

Preparation of the Organizations' financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of income and expenses during the reporting period. Actual results could vary from these estimates.

In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. During the years ended June 30, 2013 and 2012, donated professional services of \$6,400 and \$0 were received and recorded in the financial statements. Volunteers, mainly board members, donate time to the Organization's program services. These services have not been included in donated materials and services because their value has not been determined.

Federally Insured Limits

The Organization maintains its cash account at one financial institution, which is secured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 in aggregate. The Organization has not exceeded this limit for the years ending June 30, 2013 and 2012.

Tax Status

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and did not conduct unrelated business activities. Therefore, there is no provision for federal income taxes in the accompanying financial statements. In addition, the Organization has been determined by the IRS not to be a private foundation within the meaning of Section 590(a) of the Internal Revenue Code.

Uncertainty in Income Taxes

The Organization recognizes uncertain income tax positions as required by generally accepted accounting principles. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained

Horizons Counseling Center, Inc.  
Notes to Financial Statements  
June 30, 2013 and 2012

Note 2: Summary of Significant Accounting Policies – continued

Uncertainty in Income Taxes - continued

upon examination by taxing authorities. The Organization has analyzed its tax positions taken for filing with the Internal Revenue Service and the State of New Hampshire. The Organization believes that the income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations, or cash flows. Accordingly, the Organization has not recorded any reserves or related accruals for interest and penalties for uncertain tax positions at June 30, 2013.

The Organization is subject to routine examinations by taxing jurisdictions; however, there are currently no examinations in progress for any tax period. The Organization believes it is no longer subject to income tax examinations for fiscal years ended prior to June 30, 2010.

Note 3: Leased Facilities and Related Party

The Organization rents the Gilford office from a related party, the spouse of the Executive Director. The rental agreement is unwritten, but annual rental payments are approved each year by the Board of Directors. For the years ended June 30, 2013 and 2012 the total rent paid to the related party was \$14,406.

For the years ended June 30, 2013 and 2012, the Organization also rented space in Plymouth, New Hampshire. A 24 month lease agreement was entered into on January 1, 2012, which calls for monthly rent payments of \$475. The total rent for the Plymouth office for the June 30, 2013 and 2012 was \$5,550 and \$5,700, respectively.

Effective August 6, 2012, the Organization rented space in Gilford, New Hampshire. The lease is for one year, which calls for monthly rent payments of \$900. Total rent paid for the year ended June 30, 2013 was \$9,900.

Note 4: Concentration of Risk

The Organization grants credit to its patients, most of whom are local residents and some of whom are insured under third party payer agreements. Based upon factors surrounding the credit risk of specific patients, historical trends, and other information, the Organization has estimated the collectible balances for patient receivables. No collateral or other security to support patient receivables is required.

The Organization receives the majority of its support from the New Hampshire Department of Health and Human Services. In the event that this support were to be eliminated, it is likely that the Organization would need to reduce its current operations.



Horizons Counseling Center, Inc.  
Notes to Financial Statements  
June 30, 2013 and 2012

Note 5: Grant Revenue and Support

The Organization receives substantial funding in the form of grants from the New Hampshire Department of Health and Human Services - Bureau of Drug and Alcohol Services (BDAS). The Organization reports the grant funding as income for the period in which services are rendered and costs are incurred.

Under the terms of the grant, no patient may be denied services due to an inability to pay for such services. Consequently, all patients are billed on a sliding fee scale based upon their financial resources. The difference between the established rates and the amount collectible and the difference between the established rates and third-party payments are deducted from gross service revenue.

Note 6: Related Party

During the year ended June 30, 2013, the Organization received donations totaling \$10,500 from relatives of the executive director.

Note 7: Subsequent Events

Management has evaluated subsequent events through November 6, 2014, which is the date the financial statements were available to be issued.

HORIZONS COUNSELING CENTER

PRESIDENT:

David Parisi, LICSW, MLADC

VICE –PRESIDENT:

Janice Best

TREASURER:

Roseanne Sheridan, RN

SECRETARY:

Elaine Blinn

EXECUTIVE DIRECTOR:

Jacqui Abikoff, LICSW, MLADC

DIRECTORS:

Susan Flanders

Suzanne Rock, Esq.

Donna Mooney

**JACQUELINE HOCHWEISS ABIKOFF**



**CREDENTIALS:**

**LICSW** NH Licensed Independent Clinical Social Worker  
**MLADC** NH Licensed Alcohol and Drug Counselor  
**ACSW** Academy of Certified Social Workers  
**Diplomate in Clinical Social Work**

**EDUCATION:**

**1980** **Master of Social Work**  
Portland State University, Portland, OR

**1972** **Bachelor of Arts**  
Barnard College, New York, NY

**PROFESSIONAL EXPERIENCE:**

**1987 – Present** **Horizons Counseling Center, Laconia, NH**  
**Executive Director**  
Administrative, fiscal and clinical management of non-profit agency treating substance abuse and co-occurring disorders. Responsibilities include program development and implementation, clinical supervision, grant writing, fund raising, community relations, budgetary management.  
Responsible to the Board of Directors.

**1986 – Present** **Consultant and trainer on co-occurring substance use and mental health disorders, domestic and sexual violence, forensics, criminal justice and confidentiality and professional ethics.**

**2002 - 2012** **New Hampshire Training Institute on Addictive Disorders**  
**Project Manager**

**1988 – Present** **Faculty, New England School of Addiction Studies**

**2000, 2010** **Faculty, New England Best Practices School of Addiction Studies**

**1983 – 1987** **Lakes Region Mental Health Center, Laconia, NH**  
**Coordinator of Emergency Services (1985-87)**  
Administrative, programmatic and clinical responsibility for a 24 hour crisis response program providing crisis intervention/stabilization, evaluation, diagnosis, suicide prevention and brief treatment.  
Coordination of brief psychiatric in-patient treatment program.  
Supervision of clinical staff and interns.  
**Emergency Services and Brief Hospitalization Clinician (1983-85)**

**1981 – 1983** **Child and Family Services, Knoxville, TN**  
**Social Worker / Therapist**  
**Protective Services Counseling Program/Family Crisis Center**

**1979 – 1980** **Child Protective Services, Portland, OR**  
**Clinical Intern, Intake and Assessment Unit, Sexual Abuse Project**

**1978 – 1979** **Portland Public Schools, Portland, OR**  
**School Social Work Intern**

**Jacqueline Hochweiss Abikoff**

**Page 2**

**1973 – 1978**                    **Holyoke Public Schools, Holyoke, MA**  
**Guidance Counselor, Bilingual Education**  
**Elementary Bilingual Education Teacher**

**1972 – 1973**                    **Brandeis High School, New York, NY**  
**Spanish Teacher**

**COMMUNITY SERVICE:**

NH Board of Licensing for Alcohol and Other Drug Use Professionals 2009 – 2015, Chair 2012-2015  
NH Commission to Examine Driving While Impaired (DWI) Education and Intervention Programs. 2011-13  
NH Governors Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment  
Co-occurring Disorders Treatment Task Force 2005 - 2010  
Chair, Peer Review Committee for NH Board of Alcohol and Drug Abuse Professional Practice 1998-2006  
NH Certification Board for Alcohol and Drug Abuse Counselors 1992-98, Board Chair; 1995-98  
Training Supervisor, International Certification & Reciprocity Consortium, Alcohol and Other Drug  
Abuse, 1987 – 2008  
Board of Directors, NH Alcohol and Drug Abuse Counselors Association, Public Policy Chair, 2001-2013,  
President 2003 – 2005, Treasurer: 2000 – 2002, Chair, Ethics Committee: 1991-1994 and 2011-13  
NAADAC, the Association of Addictions Professionals, Public Policy Committee, 2004- 2007. PAC Committee  
Trustee, 2008-2014  
Board of Directors NH Alcohol and Other Drug Abuse Service Providers Association and Public Policy Chair  
2004-Present, Vice-President for Treatment, 2010-2015  
Commission to Examine Driving While Impaired Prevention and Treatment Programs, 2010-2012  
Winnepesaukee Region Public Health Council, 2013-Present  
Methamphetamine Commission, 2005-2006  
Board of Directors, NH Task Force on Women and Addiction, 2004-2005  
Board of Directors, New Hampshire Addiction Services Providers Network, 2000 - 2002  
New Hampshire Behavioral Health Disaster Planning Committee, 2003 – 2005  
Central New Hampshire Behavioral Health Disaster Response Team, 2005-Present, Team Leader, 2005-2006  
Behavioral Health Network (Blue Cross Blue Shield) Quality Assurance Advisory Committee, 2001-2007  
Behavioral Health Network (Blue Cross Blue Shield) Professional Credentialing Committee, 2001-2007  
Anthem / Wellspring Professional Advisory Board, Northeast Region, 2007 - 2010  
Belknap County Addiction Task Force, Chair, 2002 –2005  
Classification Board, Belknap County Department of Corrections, 1990–2003  
Treasurer, Board of Directors, Friends of Recovery-New Hampshire, 2000-2002  
Chair, Cultural Sensitivity Committee, International Certification & Reciprocity Consortium, 1999-2001  
Belknap County Citizens Council on Children and Families Juvenile Justice Advisory Board, 2002 – 2005  
Board of Directors, New Beginnings: A Women’s Crisis Center, Laconia, NH, 1991–1994  
New Hampshire Coalition Against Domestic and Sexual Violence Grants Committee, 1983-85  
Charter Member, Board of Directors, Tennessee Coalition Against Domestic Violence 1981 -1983

LYNNE THELMA TOWLE

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**CREDENTIALS:** LCMHC NH Licensed Mental Health Counselor # 223  
MLADC NH Master Licensed Alcohol and Drug Counselor #448

**EDUCATION:**

1992- Present: On-going education in substance abuse, mental health issues, ethics, adolescent treatment issues, domestic violence and women's issues.

1992- Master of Arts in Counseling Psychology, Antioch New England Graduate School, Keene, NH.

1985- Bachelor of Arts, University of New Hampshire, Durham, NH

**PROFESSIONAL EXPERIENCE:**

August 1993 – present Horizons Counseling Center, Gilford, New Hampshire  
Assistant Director/Senior Clinician

- Provide individual, group and evaluation services to adults and adolescents with substance use and/or co-occurring disorders.
- Provide 24 hour emergency services to clients in crisis.
- Manage all aspects of electronic health record (WITS).
- Provide administrative support to Director.

Lynne Thelma Towle  
Page 2

July 1992-July 1993      State of NH, Transitional Housing, Concord, NH  
Director of Census Management

April 1986 – July 1992      State of NH, New Hampshire Hospital, Concord, NH  
Behavior Specialist

June 1985 – April 1986      State of NH, New Hampshire Hospital, Concord, NH  
Mental Health Worker

COMMUNITY SERVICE:

- Board of Director, New Hampshire Alcohol and Drug Abuse Counselors Association
  - Regional Representative 1995-1998
  - Executive Board: Secretary 1998-2002
  - Regional Representative 2013-2014
  - Executive Board: Secretary 2015-present

AFFILIATIONS:

National Association of Drug and Alcohol Abuse Counselors (NAADAC)  
NH Alcohol and Drug Abuse Counselors Association (NHADACA)

REFERENCES:                      Will be furnished upon request

Suzann J. Caldon



## RESUME

### EDUCATION/LICENSURE

- 1967 Graduated – Laconia High School
- 1970 Graduated – Mary Hitchcock Memorial Hospital School of Nursing  
Registered Nurse (RN), State of NH since June 1970
- 1992 Certification as an Addictions Registered Nurse, (CARN)
- 2002 License Alcohol Drug Counselor, (LADC)

### Employment History:

9/2012- current Horizons Counseling Center

1979-2012 LRGHealthcare

- 1992 –2012 Program Coordinator  
Nathan Brody Chemical Dependency Intensive Outpatient Program  
LRGHealthcare  
Laconia, NH
- 1990 – 1992 Program Coordinator for Detoxification Program  
Lakes Region General Hospital (LRGHealthcare)
- 1987 – 1990 Clinical Coordinator on a 32 bed Detoxification and CD Nursing Unit  
Lakes Region General Hospital (LRGHealthcare)
- 1979– 1987 Staff Nurse on a 32 bed Detoxification and CD Nursing Unit  
Lakes Region General Hospital (LRGHealthcare)
- 1970 – 1977 Staff Nurse, Full Time/Per Diem  
Concord Hospital Concord, NH

### PRESENT JOB RESPONSIBILITIES:

- Supervise program staff
- Daily program management/marketing
  - Staff, client and community education
  - Direct client service

### MAINTAINS:

- 30 Hours CEUs for RN every 2 years
- 60 Hours CEUs for CARN every 4 years
- 48 Hours CEUs for LADC every 2 years

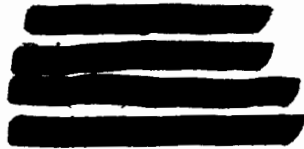
### AFFILIATIONS:

New Hampshire Association of Alcohol & Drug Counselor

+REFERENCES: Available upon request

## Resume

Elsa Johnson, LCMHC, LADC



### LICENSE:

2000-December received my License as a Mental Health Counselor in NH (#375).

2004-July received my License as an Alcohol and Drug Counselor in NH (#587).

### EDUCATION:

1998-Graduated from Antioch New England Graduate School with a Masters Degree in Counseling Psychology.

1993-Graduated from the College for Lifelong Learning with a Bachelors in Behavioral Science.

1988-Graduated the NH Technical Institute with an Associates in Human Services/Mental Health.

### WORK HISTORY:

**July 2003 to present:** Therapist at Horizons Counseling Center providing individual, family and group psychotherapy/counseling for adults and adolescents with substance use and co-occurring mental health disorders.

**January 2003 to June 2003:** Therapist at Mount Prospect Academy providing individual, family and group psychotherapy for delinquent youth ages 12-18.

**June 2000 to December 2002:** Individual therapist at Wreath School of NH providing individual, family and group psychotherapy for delinquent youth ages 12-18.

**May 1998 to June 2000:** Family Counselor at Wreath School providing case management and family therapy to parents and youth were place at Wreath for delinquency and sexual offenses.

**June 1997 to May 1998:** Case Manager, Community Bridges, Concord, NH working with developmentally disabled adults coordinating community services, monitoring adult foster care settings, facilitating Individual Service Plan meetings, and advocating for services in the community.

### PRACTICUM/INTERNSHIP EXPERIENCE:

**September 1997 to May 1998:** Internship for Antioch New England Graduate School completed at Lakes Region Family Services in Laconia, NH.

Conducted assessments of new clients, developed treatment plans, and provided individual and group therapy. Also worked in local school districts with adolescents conducting anger management and conflict resolution skills groups.

**September 1996 to May 1997:** Practicum for Antioch New England Graduate School completed at Merrimack Valley Middle School in Penacook, NH. Worked as a Guidance Counselor Intern working with students in individual therapy, conducting psycho-educational groups in social skill, conflict resolution and anger management.



# Amanda M. Snyder



## Experience:

August 2012 – Present  
**Horizons Counseling** Gilford, NH  
Counselor

December 2008 – Present  
**Phoenix House Franklin Center** Franklin, NH  
Counselor

August 2007 – January 2009  
**The New England Salem Children's Trust** Rumney, NH  
Child Development Counselor

July 2006 – July 2007  
**Mount Prospect Academy** Plymouth, NH  
Awake Overnight Supervisor

December 2003 – July 2006  
**Comfort Inn and Suites** Lincoln, NH  
Executive Housekeeper

June 2003 – December 3003  
**The Christmas Loft** Lincoln, NH  
Sales Associate

December 2002 – March 2003  
**Sport Thoma** Lincoln, NH  
Manager West Base Store

## Education:

Associates Degree:  
Granite State College  
Concord, New Hampshire  
AS Degree in Behavioral Science  
Received December 2008

Bachelors Degree:  
Granite State College  
Concord, New Hampshire  
BS Degree in Behavioral Science  
Minor in Human Development  
Received September 2010

## Certifications and Licenses Held:

Licensed Alcohol and Drug Counselor (expires January 2016)  
Prime for Life Instructor #NH16201  
American Red Cross Standard First Aid (expires 4/12 2016)  
American Red Cross CPR and AED (expires 4/12/2016)  
NH Teen Responsibility and Independent Living Skills (NH TRAILS) trained

# Robert A. Ulman



## Horizons Counseling Center

25 Country Club Road  
Building 7, Suite 705  
Gilford, NH 03249  
603-524-8005 Phone  
603-524-7275 Fax

258 Highland St  
Whole Village Resource Ctr  
Plymouth, NH 03264  
603-536-2010 Phone/Fax

### CREREDENTIALS

Licensed Clinical Mental Health Counselor - New Hampshire - 366  
Master License Alcohol & Drug Counselor - New Hampshire - 0522

### EXPERIENCE

**Substance Abuse Counselor, Horizons Counseling Center, Gilford, NH  
June 2000-Present**

Horizons Counseling Center is a small, nonprofit agency serving the substance abuse treatment needs of Belknap County and Southern Grafton County. Adults, adolescents, and families dealing with substance abuse or related issues are provided the necessary services and supports.

**Counselor, Plymouth State University Counseling Center, Plymouth, NH  
November 2009-May 2011**

Plymouth State is a coeducational, residential university with an enrollment of approximately 4,300 undergraduate students and 2,262 graduate students. The Counseling and Human Relations Center provides individual and group counseling any enrolled student.

**Adjunct Faculty, Plymouth State University, Plymouth, NH  
August 2000-Present**

Critical Issues in Mental Health Counseling: Substance Abuse Diagnosis & Introduction to Treatment, College of Health, Education & Human Services. Graduate level course for Mental Health Counselor candidates.

**Therapist Family Counselor, Wreath School of New Hampshire, Plymouth, NH  
September 1997-May 2000**

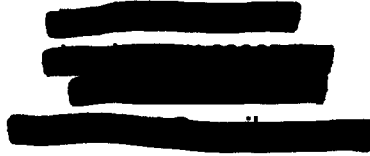
Wreath School was a small private residential facility for adolescent males. Clients were placed due to Child in Need of Services petitions or delinquency charges. Diagnoses included Oppositional Defiant Disorder, Conduct Disorder, Mood Disorders. The facility also maintained a small unit for the treatment of adolescent sexual offenders.

*Further employment information available upon request.*

### EDUCATION

Plymouth State College, Plymouth, NH — Post Graduate Courses, 1999  
University of Maine, Orono, Maine — M.Ed.-Counselor Education, 1983  
University of Maine, Orono, Maine — B.A.-Psychology, 1981

Laura J. Moody



**OBJECTIVE-** Find a field placement for my second-year internship at the UNH Graduate School in the field of Social Work.

**EDUCATIONAL EXPERIENCE**

<b>University of New Hampshire Graduate School- Durham, NH</b>	<b>Expected Date of Graduation: 2015</b>
Pending Master's Degree in Social Work	
<b>Nathan Brody IOP at Horizons Counseling Center</b>	<b>September 2014- May 2015</b>
1 <sup>st</sup> year MSW internship	
<b>Family Resource Center of Central New Hampshire- Laconia, NH</b>	<b>August 2013-March 2014</b>
Internship/Field Experience	
<b>University of New Hampshire- Durham, NH</b>	<b>2004-2008</b>
Bachelor's Degree in Child and Family Studies	
Minors in Social Work and Adolescent Development	
Institutional Honors: Cum Laude	

**EMPLOYEE EXPERIENCE**

<b>Horizons Counseling Center- Part-time Substance Abuse Counselor</b>	<b>May 2015-present</b>
Assessment, treatment planning, individual and group counseling in the IOP and outpatient modalities	
Counseling with individuals with substance use and co-occurring mental health disorders	
Work with clients involved with the criminal justice system	
Provide treatment services in a county jail setting	
Interface with local healthcare providers, the courts, attorneys, law enforcement and probation-parole	
Supervisor: Jacqui Abikoff 603-524-8005	
<b>Riverbend Community Mental Health - Franklin, NH- Adult Case Manager</b>	<b>October 2011-present</b>
Support clients in multiple settings including in the community and in the home as Functional Support Provider	
Exposed to a wide variety of severe and persistent mental illnesses	
Ability to write creative, articulate treatment plans, updates for clinical databases, and eligibilities for SPMI clients	
Educated in accessing community support for low-income households, including Medicaid and Social Security	
Trained in lethality assessment, antipsychotic medications, and dual diagnoses; certified IMR trainer	
Supervisor: Sarah Gagnon 603-934-3400	
<b>Community Services Council of NH- Pembroke, NH- Direct Support Professional</b>	<b>June 2010- August 2011</b>
Ability to stay calm during crisis situations	
Certified to intervene in crisis with very challenging behavior	
Observe, record, and report behavior and work as a team to keep clients and staff safe	
Supervisor: Mary Acevedo 603-721-9279	
<b>Granite Bay Connections- Manchester, NH- Direct Support Professional</b>	<b>May 2008- February 2010</b>
Employee of the month for August 2008	



**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jacqui Abikoff	Executive Director	\$70,000.00	10%	\$7,000.00 (with \$3,500.00 for direct clinical services)
Lynne Towle	Assistant Director	\$48,000.00	25%	\$12,100.00 (with \$7,260.00mfor direct clinical services)



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Horizons Counseling Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 25 Country Club Road, Suite 705, Gilford, NH 03249.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #99) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$720,786.00.
3. Add Exhibit A-1, Scope of Services
4. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7/22/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Horizons Counseling Center, Inc.

7/20/2015  
Date

Jaqueline Abikoff  
NAME Jaqueline Abikoff  
TITLE Executive Director

Acknowledgement:  
State of NH, County of Belknap on 7/20/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Alexandra MacDonald  
Name and Title of Notary or Justice of the Peace

ALEXANDRA MacDONALD  
Notary Public - New Hampshire  
My Commission Expires February 2, 2016

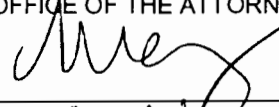
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 9/3/15

  
Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_





Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

New Hampshire Department of Health and Human Services  
Improving Current Services and Expanding Capacity for New Services  
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A-1

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.



## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

#### **A. Funding for Exhibit A, Amendment #3**

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$132,058.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

#### **B. Funding for Exhibit A-1, Scope of Services**

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed \$20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

New Hampshire Department of Health and Human Services  
Exhibit B Amendment #4



1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	\$30 per hour per staff person	Up to \$3,390.00
X	Medication Assisted Treatment Services: Physician Visits and Medication	According to Exhibit B-2 Medication Assisted	Up to \$33,880.00



Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
		Treatment Services Fee Table	

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post



discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**



The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



**IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services**

- A. Payment for said services shall be made as follows:
- i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
  - ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.  
The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
- C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.
- D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.



# CERTIFICATE OF VOTE

I, David Parisi, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Horizons Counseling Center, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on April 8, 2015:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 20th day of July, 2015.  
(Date Contract Signed)

4. Jacqueline Abikoff is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

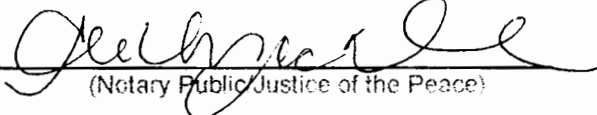
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 20th day of July, 2015.

By David Parisi  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

NOTARY SEAL

ALEXANDRA MacDONALD  
Notary Public - New Hampshire  
Commission Expires ~~My Commission Expires~~ February 2, 2016



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State of New Hampshire  
Department of Health and Human Services  
**Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Horizons Counseling Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 25 Country Club Road, Suite 705, Gilford, NH 03249.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #99) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$700,786.00.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.
8. Add Exhibit B-2 Medication Assisted Treatment Fee Schedule



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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9. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.
10. Add Exhibit C-1, Revisions To General Provisions.
11. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
12. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
13. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
14. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
15. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/27/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Horizons Counseling Center, Inc.

5/13/2015  
Date

Jaqueline Bliskoff  
NAME: Jaqueline Bliskoff  
TITLE: Executive Director

Acknowledgement:

State of NH, County of Belknap on 5/13/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Alexandra MacBonned  
Name and Title of ALEXANDRA MACBONNED  
Notary Public - New Hampshire  
My Commission Expires February 2, 2016



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/3/15

[Signature]  
Name: [Signature]  
Title: [Signature]

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A Amendment #3

Scope of Services

**A. Population Served**

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

**B. Required Treatment Services**

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

<b>Service Table</b>	
<b>Required Services</b>	<b>Treatment Services</b>
X	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b> Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b> Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</b>- Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</b> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</p>
	<p><b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</b> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
X	<p><b>Recovery Support Services:</b>                      Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.</p> <p>Types of Recovery Support Services are listed below:</p>
X	<ul style="list-style-type: none"> <li>Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><b>Recovery Support Services</b> as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Medication Assisted Treatment with Buprenorphine – Phase I</b>                      The Contractor will develop a work plan, for DHHS approval, for integrating medication assisted treatment with buprenorphine into the treatment services denoted by an "X" described above. The Contract may seek technical assistance in developing this plan through the New Hampshire Center for Excellence. The Contractor will bill for staff time only, as described in Exhibit B, during Phase 1. The Contractor's work plan will include at a minimum the following:</p> <ul style="list-style-type: none"> <li>The steps to be taken to begin offering medication assisted treatment with buprenorphine, including the responsible individuals and expected timing.</li> <li>The provider(s) you will work with for prescription and medical oversight of buprenorphine, including a Memorandum of Understanding with each provider regarding billing and payment practices and how the parties will interact to ensure that integrated care is provided.</li> </ul>
X	<p><b>Medication Assisted Treatment with Buprenorphine – Phase II</b>                      The Contractor will implement the Phase 1 work plan upon DHHS approval, which includes the administration of the physician service and medication to clients. The Contractor will bill for staff time (only for continued planning of the service delivery), physicians visits, and medication as described in Exhibit B, during Phase 2. Medication Assisted Treatment Services provided in Phase 2 are subject to all contract provisions described in this Agreement.</p>



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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**C. Required Provisions for Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

**Access to Services:**

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level



**Exhibit A Amendment #3**

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1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and



**Exhibit A Amendment #3**

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- c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

***Sliding Fee Scale:***

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be



**Exhibit A Amendment #3**

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made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:



**Exhibit A Amendment #3**

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- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening,

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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testing, counseling and referral for medical treatment.

**Physical location and facilities:**

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

**Culturally and Linguistically Appropriate Standards of Care:**

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall,



**Exhibit A Amendment #3**

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upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.

5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

***Evaluation:***

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

**Publications Funded Under Contract:**

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

**Student Internships:**

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

**Staff Licensing Requirements:**

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

**Staff Certification Requirements:**

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

**Supervision:**

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. **New Hires:** The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. **Vacancies:** The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the



**Exhibit A Amendment #3**

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work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CMWITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact



**Exhibit A Amendment #3**

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with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.



**Exhibit A Amendment #3**

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Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.



Exhibit A Amendment #3

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***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$ \$132,058.00 as follows:

- 61% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 16% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 23% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
<b>Contractor's Services</b>	<b>Substance Use Disorder Treatment and Recovery Services</b>	<b>DHHS Established Rate</b>	<b>Service Limit</b>
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	\$30 per hour per staff person	Up to \$3,390.00
X	Medication Assisted Treatment Services: Physician Visits and Medication	According to Exhibit B-2 Medication Assisted Treatment Services Fee Table	Up to \$33,880.00





\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

### III. Performance Incentives:

#### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.



- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.



**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Exhibit B-2  
Medication Assisted Treatment Services  
Fee Schedule  
Effective July 1, 2015

Service	Rate
<b>Physician Services</b>	
99201: New patient office or other outpatient visit, typically 10 minutes	\$ 20.16
99202: New patient office or other outpatient visit, typically 20 minutes	\$ 33.60
99203: New patient office or other outpatient visit, typically 30 minutes	\$ 42.56
99204: New patient office or other outpatient visit, typically 45 minutes	\$ 63.84
99205: New patient office or other outpatient visit, typically 60 minutes	\$ 80.64
99211: Office or other outpatient visit for the evaluation and management of an established patient, that may not require the presence of a physician or other qualified health care professional. usually, the presenting problem(s) are minimal. Typically, 5 minutes are spent performing or supervising these services.	\$ 15.43
99212: Established patient office or other outpatient visit, typically 10 minutes	\$ 31.10
99213: Established patient office or other outpatient visit, typically 15 minutes	\$ 42.72
99214: Established patient office or other outpatient, visit typically 25 minutes	\$ 65.79
99215: Established patient office or other outpatient, visit typically 40 minutes	\$ 75.04
<b>Medication</b>	
Suboxone 2mg-0.5mg film	\$ 3.96
Suboxone 4mg-1mg film	\$ 7.10
Suboxone 8mg-2mg film	\$ 7.10
Suboxone 12mg-3mg film	\$ 14.19
Bunavail 2.1-0.3mg film	\$ 7.10
Bunavail 4.2-0.7mg film	\$ 7.10
Bunavail 6.3-1mg film	\$ 14.19
buprenorphine 2mg SL tab	\$ 1.64
buprenorphine 8mg SL tab	\$ 3.06
buprenorphine/naloxone (generic for Suboxone) 2-0.5mg SL tab	\$ 4.09
buprenorphine/naloxone (generic for Suboxone) 8-2mg SL tab	\$ 7.34
Zubsolv 1.4-0.36mg tab	\$ 3.54
Zubsolv 5.7-1.4mg tab	\$ 7.09
Zubsolv 8.6-1mg tab	\$ 10.64



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D Amendment #1



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

25 Country Club Rd. Suite 705, Gilford, NH 03249  
25 Country Club Rd. Suite 607, Gilford, NH 03249  
258 Highland St. Suite 13, Plymouth, NH 03264

Check  if there are workplaces on file that are not identified here.

Contractor Name: *Horizons Counseling Center, Inc.*

Date 5/13/15

Name: *Jacqueline Abikoff*  
Title: *Executive Director*



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *Horizons Counseling Center, Inc.*

5/13/15  
Date

*Jaqueline Abtkoff*  
Name: *Jaqueline Abtkoff*  
Title: *Executive Director*



Exhibit F Amendment #1

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *Horizons Counseling Center, Inc.*

Date 5/13/15

*Jacqueline Abikoff*  
Name: *Jacqueline Abikoff*  
Title: *Executive Director*



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

*JA*



New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: *Horizons Counseling Center, Inc*

5/13/15  
Date

*Jacqueline Blukoff*  
Name: *Jacqueline Blukoff*  
Title: *Executive Director*

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials *JH*



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *Horizons Counseling Center, Inc.*

5/13/15  
Date

*Jacqueline Altkoff*  
Name: *Jacqueline Altkoff*  
Title: *Executive Director*



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Horizons Counseling Center, Inc.  
Name of the Contractor

Kathleen A. Dwan  
Signature of Authorized Representative

Jaqueline Abikoff  
Signature of Authorized Representative

Kathleen A. Dwan  
Name of Authorized Representative

Jaqueline Abikoff  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

Executive Director  
Title of Authorized Representative

5/27/15  
Date

5/13/2015  
Date



# CERTIFICATE OF VOTE

I, David Parisi, do hereby certify that:  
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Horizons Counseling Center, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on April 8, 2015:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)


is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 14th day of May, 2015.  
(Date Contract Signed)

4. Jacqueline Abikoff is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

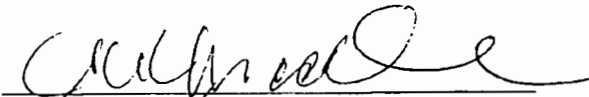
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 14<sup>th</sup> day of MAY, 2015.

By David Parisi  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

ALEXANDRA MacDONALD  
Notary Public - New Hampshire  
Commission Expires: ~~My Commission Expires~~ February 2, 2016

**HORIZONS COUNSELING CENTER**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jacqui Abikoff	Executive Director	\$70,000.00	10%	\$7,000.00 (with \$3,500.00 for direct clinical services provided under the contract)
Lynne Towle	Assistant Director	\$48,400.00	25%	\$12,100.00 (with \$7,260.00 for direct clinical services provided under the contract)



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State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Horizons Counseling Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 25 Country Club Road, Suite 705, Gilford, NH 03249.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 99) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-29900000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$568,728
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/14  
Date

[Signature]  
NAME  
TITLE Director.

Horizons Counseling Center, Inc.

5/21/2014  
Date

[Signature]  
NAME ~~David Parisi~~ David Parisi  
TITLE President

Acknowledgement:  
State of NH, County of Bucknap on May 21, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary Public or Justice of the Peace

KIRSTIN DICKSON, Notary Public  
My Commission Expires October 6, 2015

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

Rosemary Wiant  
Name: Rosemary Wiant  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

**Service Table** - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
X	<b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</b> – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</b> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

	pregnant & parenting women.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<b>Recovery Support Services</b> as identified above provided to pregnant & parenting women.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**C. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**Access to Services:**

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

**Clients Eligible for Treatment Services:**

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- b. **Level of Care:** For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

***Sliding Fee Scale:***

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

the certified-tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

***Performance Measures:***

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

***Data and Reporting Requirements:***

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Exhibit B Amendment #2

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$189,576 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.**

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #2

	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for



Exhibit B Amendment #2

services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. **Abstinence:** The client reports reduced or no substance use in the past 30 days.
- ii. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days.
- iv. **Stability in Housing:** The client reports being in stable housing.
- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #2

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The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**V. Charitable Choice:**



Exhibit B Amendment #2

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Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

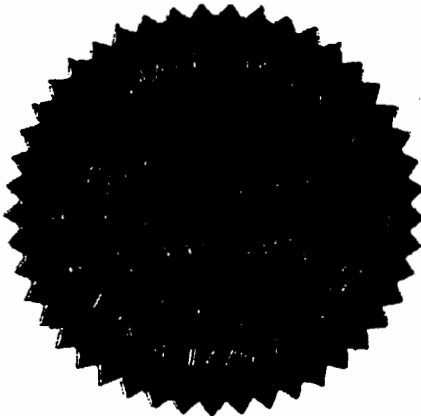
- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HORIZONS COUNSELING CENTER, INC. is a New Hampshire nonprofit corporation formed March 2, 1990. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9<sup>th</sup> day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Rosanne Sheridan, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Horizons Counseling Center, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on February 12, 2014:  
(Date)

**RESOLVED:** That the President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 21st day of May, 2014.  
(Date Contract Signed)

4. David Parisi is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Rosanne Sheridan  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Bellknap

The forgoing instrument was acknowledged before me this 21 day of May, 2014

By Rosanne Sheridan  
(Name of Elected Officer of the Agency)

Lauren E. Cilley  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: May 9, 2017  
LAUREN E. CILLEY  
Notary Public - New Hampshire  
My Commission Expires May 9, 2017



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Horizons Counseling Center, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 25 Country Club Road, Suite 705, Gilford NH 03249.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 379,152.00
  
- 2) Amendment and modification of Exhibit A;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) **Change II A from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
**Change to:** "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) **Change II B Group Recovery Support Services from:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."



**Change to:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

**Table SAMHSA National Outcome Measures**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

New Hampshire Substance Abuse Treatment and Recovery Support Services



DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) Delete in Section II; "TOTAL: \$189,576.00"
- 4) **Add** Exhibit B-1 and B-2

Exhibit B-1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Horizons Counseling Center Intensive Outpatient Program

Budget Request for: Substance Abuse Treatment Services

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHHS Contract Share		Year
	Direct Incremental	Indirect / Fixed	Direct Incremental	Indirect / Fixed	Direct Incremental	Indirect / Fixed	
1. Total Salary/Wages	\$ 32,000.00		\$ 13,100.00		\$ 18,900.00		\$ 18,900.00
2. Employee Benefits	\$ 19,240.00		\$ 4,187.00		\$ 6,053.00		\$ 6,053.00
3. Consultants							
4. Equipment							
5. Rental							
6. Repair and Maintenance							
7. Purchase/Depreciation							
8. Supplies							
9. Educational							
10. LEO							
11. Agency							
12. Office							
13. Travel							
14. Occupancy							
15. Current Expenses							
16. Postage							
17. Subscriptions							
18. Audit and Legal							
19. Insurance							
20. Board Expenses							
21. Software							
22. Marketing/Communications							
23. Staff Education and Training							
24. Subcontracts/Agreements							
25. Other (specify details mandatory)							
TOTAL	\$ 42,240.00		\$ 17,287.00		\$ 24,953.00		\$ 24,953.00

Indirect At A Percent of Direct 0.0%

Substance Abuse Treatment

Contractor Initials *[Signature]*  
Date 5/15/2013 Page 1



Exhibit B-2

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Heriona Counseling Center Outpatient Program

Budget Request for: Substance Abuse Treatment Services

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHS Contract Share		Total
	Incremental	Placed	Incremental	Placed	Incremental	Placed	
1. Total Salary/Wages	\$ 17,350.00	\$ -	\$ 32,354.00	\$ -	\$ 124,092.00	\$ -	\$ 124,092.00
2. Employee Benefits	\$ 30,418.00	\$ -	\$ 10,488.00	\$ -	\$ 39,927.00	\$ -	\$ 39,927.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18. Other (Specify dollar mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 37,768.00	\$ -	\$ 42,842.00	\$ -	\$ 164,019.00	\$ -	\$ 164,823.00

0.0%

Indirect As A Percent of Direct

Substance Abuse Treatment

Contractor Initials JA Date 9/15/2013 Page 1

New Hampshire Substance Abuse Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/13  
Date

Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

Horizons Counseling Center, Inc.

May 15, 2013  
Date

Jacqueline Abikoff  
Name: Jacqueline Abikoff  
Title: Executive Director

Acknowledgement:

State of NH, County of Belknap on 5/15/13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace



New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013  
Date

Jessie E. Herrick  
Name: Jessie E. Herrick  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

WITH SEAL

CERTIFICATE OF VOTE

I, Rosanne Sheridan, of Horizons Counseling Center, Inc., do hereby certify that:

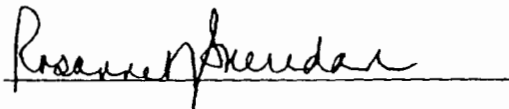
1. I am the duly elected Treasurer of the Horizons Counseling Center, Inc.;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on November 9,, 2011 ;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Jacqueline Abikoff is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 15,, 2013 .

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the corporation this 15th day of May, 2013 .

  
\_\_\_\_\_

(CORPORATE SEAL)



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
 Commissioner  
  
 Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
 DATE 6/20/12  
 PAGE 13  
 ITEM # 99

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Horizons Counseling Center, Inc. (Vendor #156808 B001), 25 Country Club Road, Suite 705, Gilford, NH 03249, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$189,576.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$87,195.00
			Subtotal	\$87,195.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$42,532.00
			Subtotal	\$42,532.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$59,849.00
			Subtotal	\$59,849.00
			<b>Total</b>	<b>\$189,576.00</b>

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Gilford, Laconia and Plymouth areas.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Horizons Counseling Center, Inc. was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$189,576.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

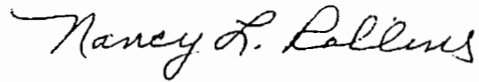
Area served: Gilford, Laconia and Plymouth areas.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

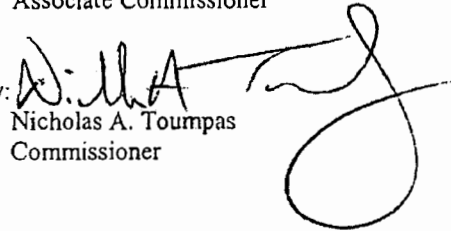
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/ljp



REAFRPT CRITERIA	Max Pts	15.00	15.00	13.00	11.00	12.00	12.00	13.00	12.00	13.00	15.00	12.00	12.00	13.00	15.00	12.00	12.00	13.00	15.00	12.00	12.00	13.00	15.00	12.00	12.00	13.00	
Experiences and Competency	15	14.00	15.00	15.00	13.00	11.00	12.00	12.00	14.00	14.00	15.00	14.00	13.00	13.00	15.00	12.00	12.00	13.00	15.00	12.00	12.00	13.00	15.00	12.00	12.00	13.00	15.00
Approach	50	42.00	48.00	48.00	47.00	39.00	41.00	47.00	46.00	40.00	40.00	43.00	43.00	46.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00
Budget	35	34.00	25.00	24.00	21.00	18.00	23.00	20.00	18.00	25.00	18.00	22.00	19.00	24.00	22.00	22.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00
Financial Sustainability	10	7.50	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.30	9.00	8.30	6.30	9.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	
Total	100	88.00	92.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	84.00	81.00	97.00	81.00	83.00	83.00	81.00	93.00	81.00	81.00	87.00	87.00	87.00	87.00	87.00	

PROJECT REQUEST	\$85,000	\$77,207	\$406,796	\$1,731,644	\$7,050	\$116,478	\$1,750,127	\$285,400	\$245,043	\$30,000	\$153,434	\$744,501	\$2,615,553	\$513,951	\$1,329,836	\$87,567	\$717,691	\$938,641
BUDGET AWARDED	\$85,000	\$74,006	\$287,932	\$1,310,598	\$39,238	\$69,411	\$1,356,245	\$151,450	\$189,576	\$317,114	\$97,819	\$199,858	\$7,457,490	\$437,468	\$1,238,832	\$78,813	\$611,907	\$1,107,874

Name	Job Title	Dept/Agency	Qualifications
1 Lynn Rourke	Sub Use Disorders	Grantmaking/GC	Interviewed twice
2 Pamela Sullivan	Youth Counselor	SYDC	Between 3-20 years experience managing
3 Heidi Young	Program Specialist	DCYF	agreements with
4 Reame Dvorn	Prog. Planner/Rev. Spec	Family Services	vendors for various
5 Alan West, Ph D	Psychologist/VA	TX/Co-occurring	DRHS and DOC
6 Mary Miller	Prog. Spec. IV	OCPH	programs. Areas of
7 Michelle Rieco	Prog. Spec. IV	DPHS	specific expertise
8 Kathleen Piszczek	Internal Auditor I	BDAS/FO	include Maternal and
9 Lindsey Keller	Administrator I	BDAS-RAD	Child Health;
10 Michael Lawless	Prog. Spec. IV	BDAS/CSU	Substance Abuse
11 Bruce Blaney	Regional Coordinator	BDAS-CSU	
12 Tom Shandaris	Administrator I	BDAS-FBOU	
13 Linda Parker	Prog. Spec. IV	BDAS-CSU	
14 Rosemary Shannon	Administrator I	BDAS-CSU	
15 Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16 Bruce Pavaas	Tr&Rec. Serv. Coord.	BDAS/ATR	
17 John Sweeney	Systems Dev	BDAS/IT	
18 Michael Rodgers	Assistant Administrator	BDAS	
19 Jeffrey Metzger	St. Mngt. Analyst	BDAS/PSU	
20 Ann Crawford	Regional Coordinator	BDAS/PSU	
21 Yalaine Matigan	Administrator I	BDAS/PSU	

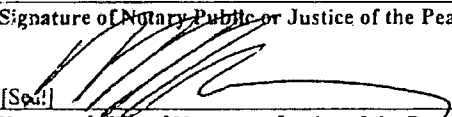
Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Horizons Counseling Center, Inc.		1.4 Contractor Address 25 Country Club Road, Suite 705, Gilford, NH 03249	
1.5 Contractor Phone Number 603-524-8005	1.6 Account Number 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$189,576.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature <i>Jacqueline Abikoff</i>		1.12 Name and Title of Contractor Signatory <i>Jacqueline Abikoff</i> Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>5/23/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace MINDY J. COPPOLA, Notary Public My Commission Expires September 19, 2012			
1.14 State Agency Signature <i>Nancy L. Rollins</i>		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jeanne P. Herrick</i> Attorney On: <u>4 June 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services  
 Exhibit A**

**I. General Provisions**

**CONTRACT PERIOD:** July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

**CONTRACTOR NAME:** Horizons Counseling Center, Inc.

**ADDRESS:** 25 Country Club Road, Suite 705

**EXECUTIVE DIRECTOR:** Jacqui Abikoff  
**TELEPHONE:** 603-524-8005

**II. Scope of Services**

*A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:*

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	\$ Awarded
Outpatient	2.19		68	\$164,623.00
Intensive Outpatient	0.33		7	\$24,953.00
Group – Recovery Support Services *			38	0

- Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

**B. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

***Required Outreach:***

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

***Limitations on Exclusionary Criteria:***

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

***Sliding Fee Scale:***

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***



The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be

assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.

5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/ir/b/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

**Outpatient Treatment** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Intensive Outpatient Treatment** - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Residential Treatment** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

**Transitional Living** - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program

at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

- f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- g. A full-time Executive Director, not filling any of the positions described above.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Subcontracting/Consultants:***

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner

Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

**SAMHSA National Outcome Measures:**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>• 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of



	(average cost)	service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.

2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street  
Concord, New Hampshire 03301  
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
Substance Use Disorder Treatment Services

Exhibit B  
Purchase of Services  
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Horizon's Counseling Center

ADDRESS: 25 Country Club Road, Suite 705, Gilford, NH 03249

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Jacqui Abikoff

TELEPHONE: 603-524-8005

Vendor #156808-B001

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734

Job #95848501 Appropriation #05-095-095-958410-1388-102-500734

Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 59,849.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

\$ 42,532.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

\$ 87,195.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$189,576.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: JA  
Date: 5/23/13

## 1. Performance Utilization:

### A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

### B. Utilization Methodology by Modality:

- i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000/\$120$ ) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

## 2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied

exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

**B. Retention:**

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

**3. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**4. Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

Standard Exhibits C – J  
TX Substance Use Disorder

Contractor Initials: JA  
Date: 5/23/12

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

**V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

*The Contractor agrees to use the SAPT funds as the payment of last resort.*

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VI. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-1:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State

related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**

**US DEPARTMENT OF EDUCATION – CONTRACTORS**

**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner  
NH Department of Health and Human Services,**

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

(b) *Establishing an ongoing drug-free awareness program to inform employee's about:*

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance Gilford, New Hampshire

Check  if there are workplaces on file that are not identified here.

Horizons Counseling Center, Inc. From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013  
Contractor Name Period Covered by this Certification

Jaqueline Abikoff, Executive Director  
Name and Title of Authorized Contractor Representative

Jaqueline Abikoff  
Contractor Representative Signature

5/23/12  
Date



NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

C. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at [www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf)), in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

<i>Jacqueline Alshoff</i> Contractor Signature	<i>Executive Director</i> Contractor's Representative Title
<i>Horizons Counseling Center, Inc.</i> Contractor Name	<i>5/23/12</i> Date
Standard Exhibits C - J	Contractor Initials: <i>JA</i>
TX Substance Use Disorder	Date: <i>5/23/12</i>

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. **Instructions for Certification**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

*Jacqueline Altschoff*  
 Contractor Signature  
 Horizons Counseling Center, Inc  
 Contractor Name  
 Standard Exhibits C – J  
 TX Substance Use Disorder

*Executive Director*  
 Contractor's Representative Title  
*5/23/12*  
 Date

Contractor Initials: *JA*  
 Date: *5/23/12*



NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

*Jacqueline Alukoff*  
Contractor Signature

*Executive Director*  
Contractor's Representative Title

Horizons Counseling Center, Inc

*5/23/12*  
Date

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(I) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such



information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Horizons Counseling Center, Inc
_____ The State Agency Name	_____ Name of Contractor
<i>Nancy L. Rollins</i>	<i>Jaqueline Abikoff</i>
_____ Signature of Authorized Representative	_____ Signature of Authorized Representative
Nancy L. Rollins	<i>Jaqueline Abikoff</i>
_____ Name of Authorized Representative	_____ Name of Authorized Representative
Associate Commissioner	<i>Executive Director</i>
_____ Title of Authorized Representative	_____ Title of Authorized Representative
<i>5/31/12</i>	<i>5/23/2012</i>
_____ Date	_____ Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and*
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

jacqueline abikoff  
(Contractor Representative Signature)

Jacqueline Abikoff, Executive Director  
(Authorized Contractor Representative Name & Title)

Horizons Counseling Center, Inc  
(Contractor Name)

5/23/12  
(Date)

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: JA  
Date: 5/23/12

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 198872905

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

YES

*A. If the answer to #2 above is NO, stop here*

**If the answer to #2 above is YES, please answer the following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

*B. If the answer to #3 above is YES, stop here*

**If the answer to #3 above is NO, please answer the following:**

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

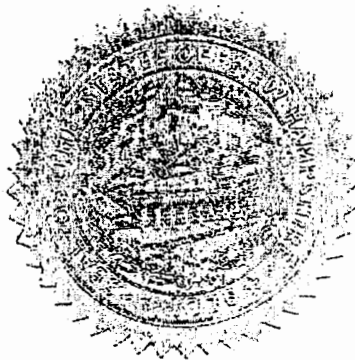
Amount: \_\_\_\_\_

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HORIZONS COUNSELING CENTER, INC. is a New Hampshire nonprofit corporation formed March 2, 1990. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18<sup>th</sup> day of April A.D. 2012



*William M. Gardner*

William M. Gardner  
Secretary of State

WITH SEAL

CERTIFICATE OF VOTE

I, David Parisi, of Horizons Counseling Center, Inc., do hereby certify that:

1. I am the duly elected President of the Horizons Counseling Center, Inc.;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on November 9,, 2011;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Jacqueline Abikoff is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 23,, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the corporation this 23rd day of May, 2012.



(CORPORATE SEAL)



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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services**  
**Contract**

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #104) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), and (Amendment #4 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$4,222,246.50.
4. Amend Exhibit B Amendment #4 by striking:
  - A. Funding for Exhibit A, Amendment #3  
For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$560,299.50 as follows:
    - 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
    - 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
    - 32% General funds.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



And inserting in its place:

- A. Funding for Exhibit A, Amendment #3  
For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$840,449.50 as follows:
- 49% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
  - 21% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
  - 30% General funds.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/13/15  
Date

Marilee Nihan  
NAME Marilee Nihan  
TITLE Deputy Commissioner

Manchester Alcoholism Rehabilitation Center

11/9/15  
Date

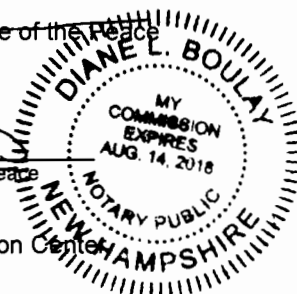
Elin Thruer  
NAME Elin Thruer  
TITLE CFO

Acknowledgement:

State of New Hampshire, County of Hillsborough on 11/9/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Diane L. Boulay  
Name and Title of Notary or Justice of the Peace



Manchester Alcoholism Rehabilitation Center  
Amendment #5  
Page 2 of 3

Contractor Initials: ET  
Date: 11/9/15



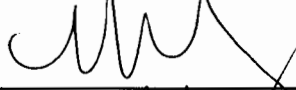
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

  
Name: Megan A. Kopic  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

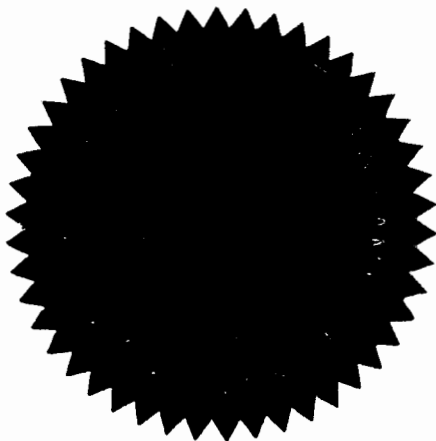
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Manchester Alcoholism Rehabilitation Center is a New Hampshire nonprofit corporation formed February 19, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6<sup>th</sup> day of April, A.D. 2015

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Betty Burke, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Manchester Alcoholism Rehabilitation Center  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on April 8, 2015:  
(Date)

**RESOLVED:** That the \_\_\_\_\_ CFO \_\_\_\_\_  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 9<sup>th</sup> day of November, 2015.  
(Date Contract Signed)

4. Elin Treanor is the duly elected CFO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke  
(Signature of the Elected Officer)

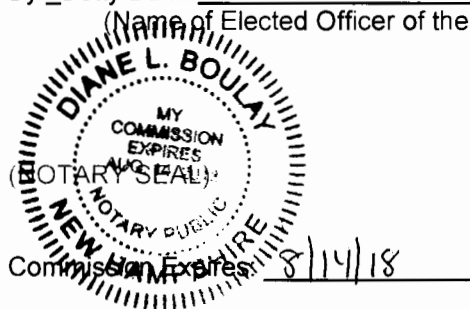
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2015.

By Betty Burke  
(Name of Elected Officer of the Agency)

Diane L Boulay  
(Notary Public/Justice of the Peace)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>855 874-0123</b> FAX (A/C, No): E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : <b>Philadelphia Insurance Company</b> NAIC # <b>23850</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<b>GENERAL LIABILITY</b>	X	X	PHPK1381711	09/01/2015	09/01/2016	EACH OCCURRENCE	\$1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000		
	<input checked="" type="checkbox"/> <b>Professional Liab</b>						PERSONAL & ADV INJURY	\$1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$3,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
										\$
A	<b>AUTOMOBILE LIABILITY</b>			PHPK1381711	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$		
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$		
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$		
								\$		
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR		PHUB511851	09/01/2015	09/01/2016	EACH OCCURRENCE	\$15,000,000		
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$15,000,000		
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$	\$10,000					\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY									WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$		
							E.L. DISEASE - POLICY LIMIT	\$		
A	<b>EDP</b>			PHPK1381711	09/01/2015	09/01/2016	\$2,219,050 \$500 Deductible Special Form Incl Theft			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**\*Supplemental Names\*: Easter Seals ME, Inc., STS, Inc., Agency Realty, Inc., Easter Seals Rhode Island, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., - The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires (See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b>  NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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## DESCRIPTIONS (Continued from Page 1)

such status, and only with regard to the above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies of New England 133 Federal Street 2nd Floor Boston, MA 02110 1-617-723-7775	CONTACT NAME: John Paul Foley PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: jfoley@hayscompanies.com
INSURED Easter Seals New Hampshire, Inc. 555 Auburn Street Manchester, NH 03103-4803	INSURER(S) AFFORDING COVERAGE INSURER A: UNITED STATES FIRE INS CO 21113 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 44066940 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	406-719683 1	01/01/15	01/01/16	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Insured includes Manchester Alcoholism Rehabilitation Inc., dba Farnum Center

CERTIFICATE HOLDER Department of Health and Human Services 129 Pleasant Street Concord, NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## **Mission:**

Easter Seals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

**Easter Seals New Hampshire, Inc.  
and Subsidiaries**

Consolidated Financial Statements and  
Other Financial Information

*Years Ended August 31, 2014 and 2013  
With Independent Auditors' Report*



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENTS AND  
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2014 and 2013

**CONTENTS**

	<u>Page</u>
Independent Auditors' Report	1
<b>Audited Consolidated Financial Statements:</b>	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities and Changes in Net Assets	4
Consolidated Statements of Functional Expenses	8
Consolidated Statements of Cash Flows	10
Notes to Consolidated Financial Statements	12
<b>Other Financial Information:</b>	
Consolidating Statements of Financial Position	37
Consolidating Statements of Activities and Changes in Net Assets	41
Consolidating Statements of Functional Expenses	45

**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors  
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2014 and 2013, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

***Management's Responsibility for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

***Auditors' Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors  
Easter Seals New Hampshire, Inc. and Subsidiaries

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matter***

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 5, 2014 on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Manchester, New Hampshire  
December 5, 2014

  
Limited Liability Company

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

August 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 2,757,134	\$ 3,042,621
Accounts receivable from affiliates	341,653	247,471
Program and other accounts receivable, less contractual allowance of \$218,900 in 2014 and \$210,300 in 2013, and allowance for doubtful accounts of \$440,800 in 2014 and \$930,400 in 2013	10,122,747	11,224,708
Contributions receivable, less allowance for doubtful accounts of \$45,400 in 2014 and \$25,500 in 2013	705,374	686,110
Current portion of assets limited as to use	300,046	541,961
Prepaid expenses and other current assets	<u>678,326</u>	<u>783,844</u>
Total current assets	14,905,280	16,526,715
Assets limited as to use, net of current portion	986,277	4,558,513
Fixed assets, net	25,094,383	28,066,884
Property held for sale	1,289,894	822,504
Bond issuance costs, net	235,113	244,751
Investments, at fair value	13,833,046	14,264,341
Beneficial interest in trusts held by others and other assets	<u>1,550,919</u>	<u>6,830,800</u>
	<u>\$57,894,912</u>	<u>\$71,314,508</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Lines of credit	\$ 2,197,904	\$ 4,212,394
Accounts payable	1,907,743	1,812,128
Accrued expenses	4,251,482	4,143,454
Current portion of deferred revenue	858,258	839,567
Current portion of interest rate swap agreements	615,570	708,132
Current portion of long-term debt	<u>4,228,339</u>	<u>796,290</u>
Total current liabilities	14,059,296	12,511,965
Deferred revenue, net of current portion	999,167	4,218,053
Other liabilities	987,185	1,367,458
Interest rate swap agreements, less current portion	2,714,243	2,050,214
Long-term debt, less current portion	<u>18,976,300</u>	<u>25,318,667</u>
Total liabilities	37,736,191	45,466,357
Net assets:		
Unrestricted	14,189,337	14,767,708
Temporarily restricted	944,862	925,437
Permanently restricted	<u>5,024,522</u>	<u>10,155,006</u>
Total net assets	<u>20,158,721</u>	<u>25,848,151</u>
	<u>\$57,894,912</u>	<u>\$71,314,508</u>

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions	\$ 744,262	\$ 542,179	\$ 13,813	\$ 1,300,254
Special events, net of related direct costs of \$819,901	1,059,080	756,895	-	1,815,975
Annual campaigns, net of related direct costs of \$67,889	468,261	33,589	-	501,850
Bequests	448,558	-	-	448,558
Net assets released from restrictions	<u>1,356,595</u>	<u>(1,356,595)</u>	<u>-</u>	<u>-</u>
Total public support	4,076,756	(23,932)	13,813	4,066,637
Revenue:				
Fees and grants from governmental agencies	67,725,297	-	-	67,725,297
Other fees and grants	25,094,296	-	-	25,094,296
Sales to public	4,270,196	-	-	4,270,196
Dividend and interest income	742,337	3,613	-	745,950
Rental income	65,204	-	-	65,204
Other	<u>459,188</u>	<u>-</u>	<u>-</u>	<u>459,188</u>
Total revenue	<u>98,356,518</u>	<u>3,613</u>	<u>-</u>	<u>98,360,131</u>
Total public support and revenue	102,433,274	(20,319)	13,813	102,426,768
Operating expenses:				
Program services:				
Public health education	515,992	-	-	515,992
Professional education	29,065	-	-	29,065
Direct services	<u>89,987,134</u>	<u>-</u>	<u>-</u>	<u>89,987,134</u>
Total program services	90,532,191	-	-	90,532,191
Supporting services:				
Management and general	9,419,570	-	-	9,419,570
Fundraising	<u>2,006,939</u>	<u>-</u>	<u>-</u>	<u>2,006,939</u>
Total supporting services	<u>11,426,509</u>	<u>-</u>	<u>-</u>	<u>11,426,509</u>
Total functional expenses	101,958,700	-	-	101,958,700
Support of National programs	<u>122,586</u>	<u>-</u>	<u>-</u>	<u>122,586</u>
Total operating expenses	<u>102,081,286</u>	<u>-</u>	<u>-</u>	<u>102,081,286</u>
Increase (decrease) in net assets from operations	351,988	(20,319)	13,813	345,482

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (594,854)	\$ —	\$ —	\$ (594,854)
Net unrealized and realized gains on investments	1,496,964	37,986	—	1,534,950
Increase in fair value of beneficial interest in trusts held by others	—	—	574,970	574,970
Gain on sales and disposals of property, plant and equipment	14,352	—	—	14,352
Other nonoperating losses	<u>(249,092)</u>	<u>—</u>	<u>—</u>	<u>(249,092)</u>
	<u>667,370</u>	<u>37,986</u>	<u>574,970</u>	<u>1,280,326</u>
 Increase in net assets before effects of deconsolidation of affiliate	 1,019,358	 17,667	 588,783	 1,625,808
 Deconsolidation of affiliate – see note 12	 <u>(121,612)</u>	 <u>(200)</u>	 <u>(5,719,267)</u>	 <u>(5,841,079)</u>
 Increase (decrease) in net assets before effects of discontinued operations	 897,746	 17,467	 (5,130,484)	 (4,215,271)
 Loss from discontinued operations – see note 13	 <u>(1,476,117)</u>	 <u>1,958</u>	 <u>—</u>	 <u>(1,474,159)</u>
 Total (decrease) increase in net assets	 (578,371)	 19,425	 (5,130,484)	 (5,689,430)
 Net assets at beginning of year	 <u>14,767,708</u>	 <u>925,437</u>	 <u>10,155,006</u>	 <u>25,848,151</u>
 Net assets at end of year	 <u>\$ 14,189,337</u>	 <u>\$ 944,862</u>	 <u>\$ 5,024,522</u>	 <u>\$ 20,158,721</u>

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<b>Public support and revenue:</b>				
Public support:				
Contributions	\$ 861,583	\$ 1,622,346	\$ 13,648	\$ 2,497,577
Special events, net of related direct costs of \$307,832	857,369	131,154	-	988,523
Annual campaigns, net of related direct costs of \$80,637	391,930	51,304	-	443,234
Bequests	369,823	-	-	369,823
Net assets released from restrictions	<u>1,497,063</u>	<u>(1,497,063)</u>	<u>-</u>	<u>-</u>
Total public support	3,977,768	307,741	13,648	4,299,157
<b>Revenue:</b>				
Fees and grants from governmental agencies	63,628,203	-	-	63,628,203
Other fees and grants	24,013,223	-	-	24,013,223
Sales to public	4,019,558	-	-	4,019,558
Dividend and interest income	681,151	1,141	-	682,292
Rental income	144,771	-	-	144,771
Other	<u>679,263</u>	<u>-</u>	<u>-</u>	<u>679,263</u>
Total revenue	<u>93,166,169</u>	<u>1,141</u>	<u>-</u>	<u>93,167,310</u>
<b>Total public support and revenue</b>	<b>97,143,937</b>	<b>308,882</b>	<b>13,648</b>	<b>97,466,467</b>
<b>Operating expenses:</b>				
Program services:				
Public health education	609,102	-	-	609,102
Professional education	41,275	-	-	41,275
Direct services	<u>84,342,495</u>	<u>-</u>	<u>-</u>	<u>84,342,495</u>
Total program services	84,992,872	-	-	84,992,872
Supporting services:				
Management and general	9,403,893	-	-	9,403,893
Fundraising	<u>1,755,299</u>	<u>-</u>	<u>-</u>	<u>1,755,299</u>
Total supporting services	<u>11,159,192</u>	<u>-</u>	<u>-</u>	<u>11,159,192</u>
Total functional expenses	96,152,064	-	-	96,152,064
Support of National programs	<u>121,780</u>	<u>-</u>	<u>-</u>	<u>121,780</u>
Total operating expenses	<u>96,273,844</u>	<u>-</u>	<u>-</u>	<u>96,273,844</u>
<b>Increase in net assets from operations</b>	<b>870,093</b>	<b>308,882</b>	<b>13,648</b>	<b>1,192,623</b>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ 2,377,632	\$ —	\$ —	\$ 2,377,632
Net unrealized and realized gains on investments	789,496	24,173	—	813,669
Increase in fair value of beneficial interest in trusts held by others	—	—	239,436	239,436
Other nonoperating losses	(107,120)	—	—	(107,120)
Gain on sales and disposals of property, plant and equipment	<u>7,392</u>	<u>—</u>	<u>—</u>	<u>7,392</u>
	<u>3,067,400</u>	<u>24,173</u>	<u>239,436</u>	<u>3,331,009</u>
Increase in net assets before effects of discontinued operations	3,937,493	333,055	253,084	4,523,632
Loss from discontinued operations	<u>(1,107,544)</u>	<u>(6,368)</u>	<u>—</u>	<u>(1,113,912)</u>
Total increase in net assets	2,829,949	326,687	253,084	3,409,720
Net assets at beginning of year	<u>11,937,759</u>	<u>598,750</u>	<u>9,901,922</u>	<u>22,438,431</u>
Net assets at end of year	<u>\$14,767,708</u>	<u>\$ 925,437</u>	<u>\$10,155,006</u>	<u>\$25,848,151</u>

See accompanying notes.



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2014

	Program Services <sup>(1)</sup>			Supporting Services <sup>(1)</sup>			Total Program <sup>(1)</sup> and Supporting Services Expenses		
	Public Health Education	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising	Total	2014	2013
Salaries and related expenses	\$377,333	\$ -	\$68,675,876	\$69,053,209	\$6,215,011	\$1,585,198	\$ 7,800,209	\$ 76,853,418	\$71,803,968
Professional fees	20,447	-	7,603,267	7,623,714	1,739,786	144,242	1,884,028	9,507,742	9,220,138
Supplies	5,348	-	2,573,547	2,578,895	70,007	29,342	99,349	2,678,244	2,701,644
Telephone	2,103	-	546,513	548,616	306,174	12,483	318,657	867,273	842,598
Postage and shipping	5,776	-	60,188	65,964	37,433	9,607	47,040	113,004	114,771
Occupancy	13,740	-	3,567,064	3,580,804	382,641	116,960	499,601	4,080,405	3,818,455
Outside printing, artwork and media	44,572	-	45,428	90,000	6,951	30,076	37,027	127,027	129,997
Travel	5,695	-	2,515,521	2,521,216	47,958	25,749	73,707	2,594,923	2,603,224
Conventions and meetings	36,240	29,065	208,482	273,787	57,207	39,580	96,787	370,574	391,528
Specific assistance to individuals	(1)	-	1,232,641	1,232,640	12,820	-	12,820	1,245,460	956,791
Dues and subscriptions	-	-	23,206	23,206	14,917	2,716	17,633	40,839	49,217
Minor equipment purchases and equipment rental	537	-	256,918	257,455	106,538	5,663	112,201	369,656	426,239
Ads, fees and miscellaneous	4,075	-	30,638	34,713	5,316	3,747	9,063	43,776	99,624
Interest	-	-	934,985	934,985	241,231	-	241,231	1,176,216	1,093,656
Facility tax assessment	-	-	182,791	182,791	-	-	-	182,791	311,041
Depreciation and amortization	127	-	1,530,069	1,530,196	175,580	1,576	177,156	1,707,352	1,589,173
	<u>\$515,992</u>	<u>\$29,065</u>	<u>\$89,987,134</u>	<u>\$90,532,191</u>	<u>\$9,419,570</u>	<u>\$2,006,939</u>	<u>\$11,426,509</u>	<u>\$ 101,958,700</u>	<u>\$96,152,064</u>
	0.51%	0.03%	88.26%	88.80%	9.24%	1.96%	11.20%	100.00%	100.00%

(1) Excludes expenses related to deconsolidated affiliate and discontinued operations – see notes 12 and 13.

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2013

	Program Services <sup>(1)</sup>			Supporting Services <sup>(1)</sup>			Total Program <sup>(1)</sup> and Supporting Services Expenses
	Public Health Education	Profes- sional Education	Direct Services	Manage- ment and General	Fund- Raising	Total	
Salaries and related expenses	\$432,105	\$ -	\$64,016,840	\$6,141,709	\$1,213,314	\$ 7,355,023	\$71,803,968
Professional fees	24,682	-	7,352,186	1,605,708	237,562	1,843,270	9,220,138
Supplies	19,447	-	2,580,451	69,601	32,145	101,746	2,701,644
Telephone	3,233	-	525,614	301,010	12,741	313,751	842,598
Postage and shipping	4,968	-	52,626	49,897	7,280	57,177	114,771
Occupancy	18,838	-	3,194,945	495,234	109,438	604,672	3,818,455
Outside printing, artwork and media	30,470	-	46,206	9,565	43,756	53,321	129,997
Travel	13,155	-	2,521,678	35,696	32,695	68,391	2,603,224
Conventions and meetings	45,984	41,275	208,479	45,752	50,038	95,790	391,528
Specific assistance to individuals	-	-	944,796	11,995	-	11,995	956,791
Dues and subscriptions	1,318	-	21,710	16,128	10,061	26,189	49,217
Minor equipment purchases and equipment rental	4,592	-	266,270	152,783	2,594	155,377	426,239
Ads, fees and miscellaneous	10,104	-	73,694	13,423	2,403	15,826	99,624
Interest	-	-	856,315	237,341	-	237,341	1,093,656
Facility tax assessment	-	-	311,041	-	-	-	311,041
Depreciation and amortization	206	-	1,369,644	218,051	1,272	219,323	1,589,173
	<u>\$609,102</u>	<u>\$41,275</u>	<u>\$84,342,495</u>	<u>\$9,403,893</u>	<u>\$1,755,299</u>	<u>\$11,159,192</u>	<u>\$96,152,064</u>
	0.63%	0.04%	87.72%	9.78%	1.83%	11.61%	100.00%

(1) Excludes expenses related to discontinued operations – see note 13.

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended August 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities:		
(Decrease) increase in net assets	\$ (5,689,430)	\$ 3,409,720
Adjustments to reconcile (decrease) increase in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	1,771,703	1,807,843
Bad debt provision	265,007	774,569
Increase in fair value of beneficial interest in trusts held by others	(574,970)	(239,436)
Net loss (gain) on sales and disposals of property, plant and equipment and property held for sale and impairment losses	125,346	(283,942)
Change in fair value of interest rate swaps	594,855	(2,377,632)
Net unrealized and realized gains on investments	(1,534,950)	(813,669)
Deconsolidation of affiliate – see note 12	5,841,079	–
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	(94,182)	194,509
Program and other accounts receivable	818,382	(2,677,707)
Contributions receivable	(20,090)	(194,381)
Prepaid expenses and other current assets	102,454	520,329
Other assets	81,516	(4,483)
Accounts payable and accrued expenses	304,390	(1,037,545)
Rate reserve	–	(435,008)
Deferred revenue	(61,478)	(478,150)
Other liabilities	<u>(380,273)</u>	<u>198,799</u>
Net cash provided (used) by operating activities	1,549,359	(1,636,184)
Cash flows from investing activities:		
Purchases of property, plant and equipment	(1,244,361)	(4,859,057)
Proceeds from sale of property, plant and equipment and property held for sale	15,225	531,189
Cash provided for deconsolidation of affiliate	(21,440)	–
(Increase) decrease in investments, net	1,709,413	(444,915)
Change in assets limited as to use	<u>265,625</u>	<u>375,304</u>
Net cash provided (used) by investing activities	724,462	(4,397,479)
Cash flows from financing activities:		
Repayment of long-term debt	(825,393)	(750,199)
Issuance of long-term debt	280,575	3,194,506
Repayments on lines of credit	(53,526,692)	(27,372,936)
Borrowings on lines of credit	<u>51,512,202</u>	<u>29,602,726</u>
Net cash (used) provided by financing activities	<u>(2,559,308)</u>	<u>4,674,097</u>
Decrease in cash and cash equivalents	(285,487)	(1,359,566)
Cash and cash equivalents, beginning of year	<u>3,042,621</u>	<u>4,402,187</u>
Cash and cash equivalents, end of year	<u>\$ 2,757,134</u>	<u>\$ 3,042,621</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)**

Years Ended August 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Supplemental disclosure of cash flow information:		
Interest paid	\$ <u>1,201,000</u>	\$ <u>1,119,000</u>

In 2014, Easter Seals NH transferred its sole member interest in a consolidated affiliate to an unrelated party (see note 12). During 2014 and 2013, Easter Seals NH transferred property with a net carrying value of \$607,088 and \$16,224, respectively, from fixed assets to property held for sale.

See accompanying notes.

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals New York, Inc. (Easter Seals NY); Easter Seals Maine, Inc. (Easter Seals ME); Easter Seals Rhode Island, Inc. (Easter Seals RI); Agency Realty, Inc. (real estate corporation); The Harbor Schools Incorporated (Harbor Schools); Manchester Alcoholism Rehabilitation Center; Easter Seals Connecticut, Inc. (Easter Seals CT); and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

On May 22, 2013 the Board of Directors of Easter Seals New Hampshire, Inc. voted to dissolve and transfer the assets and liabilities of Special Transit Services, Inc. to Easter Seals New Hampshire, Inc.

On March 22, 2013, the Board of Directors of Easter Seals NY, voted to discontinue the Bronx Early Intervention program. On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013. On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary, and also voted to approve discontinuing the group home and special education programs in Rutland, Vermont. On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing. See also note 13.

In May 2013, the Boards of Directors of Manchester Alcoholism Rehabilitation Center and Webster Place voted to merge the two organizations with Manchester Alcohol Rehabilitation Center being the surviving corporation, having found such merger to be in the best interest of both organizations. The effective date of the merger was September 1, 2013.

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. See also note 12.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, New York, Maine, Massachusetts (prior to the closure of Harbor Schools), Rhode Island, Vermont and Connecticut.

### 2. Summary of Significant Accounting Policies

#### Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member. Significant intercompany accounts and transactions have been eliminated in consolidation.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 2. Summary of Significant Accounting Policies (Continued)

##### Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. Approximately \$2,483,000 and \$2,432,000, respectively, of cash and cash equivalents, and approximately \$2,512,000 and \$2,238,000, respectively, of investments were on-hand under this practice as of August 31, 2014 and 2013, respectively.

##### Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other nonoperating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

##### Beneficial Interest in Trusts

Easter Seals NH is the beneficiary of several trusts held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trusts and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other nonoperating expenses, gains and losses as permanently restricted activity.

##### Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 5.

Property held for sale is recorded at the lower of net realizable value or carrying value. Easter Seals NH recognized impairment losses on certain property held for sale in 2014 of \$139,698, which is recorded in other nonoperating losses.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 2. Summary of Significant Accounting Policies (Continued)

##### Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment. Intangible assets at August 31, 2014 and 2013 consist of a patient list obtained in the acquisition of Webster Place.

Expected amortization of intangible assets through the end of their useful lives is as follows:

2015	\$ 33,130
2016	33,130
2017	33,130
2018	33,130
2019	33,130
Thereafter	<u>66,263</u>
	<u>\$231,913</u>

Amortization expense recognized for the patient list in 2014 and 2013 totaled \$33,130.

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believes that no long-lived assets were impaired at August 31, 2014 and 2013.

##### Bond Issuance Costs

Bond issuance costs are being amortized by the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Amortization expense recognized during 2014 and 2013 was \$9,638.

##### Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known. Easter Seals NY recognized additional revenue of approximately \$7,654 in 2014 and \$1,046,000 in 2013 due to favorable rate adjustments approved by the State of New York.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 2. Summary of Significant Accounting Policies (Continued)

A third-party payor for three Easter Seals NY programs charged a facility tax assessment on a monthly basis in 2014 and 2013. The charges are a part of Easter Seals NY's reimbursement contract with the payor. The facility tax assessment is based on approved rates. As of August 31, 2014 and 2013, the facility tax assessment due was approximately \$136,000 and \$138,000, respectively, and is recorded in deferred revenue in the accompanying statements of financial position.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectibility of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2014 and 2013 totaled \$265,007 and \$774,569, respectively.

Unconditional contributions are recognized when pledged.

#### Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

#### Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

#### Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$6,802,000 and \$7,373,000 for the years ended August 31, 2014 and 2013, respectively.

#### Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals NY, Easter Seals ME, Easter Seals VT, Easter Seals RI, Harbor Schools, Manchester Alcoholism Rehabilitation Center and Easter Seals CT are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and, for Easter Seals NY of the Not-for-Profit Corporation Law of the State of New York. Agency Realty, Inc. received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.



## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 2. Summary of Significant Accounting Policies (Continued)

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. Easter Seals New Hampshire, Inc. and its subsidiaries are no longer subject to income tax examinations by the federal or state tax authorities for years prior to 2011.

#### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

#### Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreements described in note 8. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreements (not the notional amount) in the event of nonperformance of the other party to the swap agreements. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2014 and 2013, Easter Seals NH had recognized a liability of \$3,329,813 and \$2,758,346, respectively, as a result of the interest rate swap agreements discussed in note 8. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an decrease in net assets of \$571,467 (\$23,387 of which is included in deconsolidation of affiliate as an increase in net assets) for the year ending August 31, 2014, and an increase in net assets of \$2,377,632 for the year ending August 31, 2013 related to swap agreements.

#### Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other nonoperating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the increase in the fair value of beneficial interest in trusts held by others, gains and losses on sales and disposals of property, plant and equipment, and net realized and unrealized gains on investments.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 2. Summary of Significant Accounting Policies (Continued)

##### Reclassifications

Certain amounts in the 2013 consolidated financial statements have been reclassified to conform to the 2014 presentation.

##### Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 5, 2014, the date these consolidated financial statements were available to be issued.

#### 3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

**3. Classification of Net Assets (Continued)**

*Endowment Net Asset Composition by Type of Fund*

The major categories of endowment funds at August 31, 2014 and 2013 are as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2014</u>			
Camping program	\$ 3,072	\$ 364,869	\$ 367,941
Other programs	33,332	353,019	386,351
Operations	<u>—</u>	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$36,404</u>	<u>\$4,331,095</u>	<u>\$4,367,499</u>
<u>2013</u>			
Camping program	\$ 1,918	\$ 363,869	\$ 365,787
Other programs	18,913	340,203	359,116
Operations	<u>—</u>	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$20,831</u>	<u>\$4,317,279</u>	<u>\$4,338,110</u>

*Changes in Endowment Net Assets*

During the years ended August 31, 2014 and 2013, Easter Seals NH had the following endowment-related activities:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net endowment assets, August 31, 2012	\$ 16,043	\$4,303,631	\$4,319,674
Investment return:			
Investment income, net of fees	18,777	—	18,777
Net appreciation (realized and unrealized)	563,208	—	563,208
Contributions	—	13,648	13,648
Appropriated for expenditure	<u>(577,197)</u>	<u>—</u>	<u>(577,197)</u>
Net endowment assets, August 31, 2013	20,831	4,317,279	4,338,110
Investment return:			
Investment income, net of fees	22,617	—	22,617
Net appreciation (realized and unrealized)	970,963	—	970,963
Contributions	—	13,816	13,816
Appropriated for expenditure	<u>(978,007)</u>	<u>—</u>	<u>(978,007)</u>
Net endowment assets, August 31, 2014	<u>\$ 36,404</u>	<u>\$4,331,095</u>	<u>\$4,367,499</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

**3. Classification of Net Assets (Continued)**

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2014 and 2013 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted (See Note 11)</u>	<u>Total Non- Endowment Net Assets</u>
<u>2014</u>				
Seniors program	\$ —	\$ 23,866	\$ —	\$ 23,866
Veterans program	263,880	9,702	—	273,582
India initiative	104,600	668,198	—	772,798
Other programs	—	174,192	—	174,192
Operations	<u>13,820,857</u>	<u>32,500</u>	<u>693,427</u>	<u>14,546,784</u>
Total non-endowment net assets	<u>\$14,189,337</u>	<u>\$908,458</u>	<u>\$ 693,427</u>	<u>\$15,791,222</u>
<u>2013</u>				
Seniors program	\$ 88,902	\$ 11,729	\$ —	\$ 100,631
Veterans program	—	517,035	—	517,035
India initiative	—	57,881	—	57,881
Other programs	—	285,461	—	285,461
Operations	<u>14,678,806</u>	<u>32,500</u>	<u>5,837,727</u>	<u>20,549,033</u>
Total non-endowment net assets	<u>\$14,767,708</u>	<u>\$904,606</u>	<u>\$5,837,727</u>	<u>\$21,510,041</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2014 or 2013.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 3. Classification of Net Assets (Continued)

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

#### 4. Leases

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$2,420,000 and \$2,168,000 for the years ended August 31, 2014 and 2013, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2014, through the remaining contractual term of the underlying lease agreements, are as follows:

##### Year Ended August 31:

2015	\$2,018,870
2016	1,486,328
2017	1,044,716
2018	385,129
2019	221,698
Thereafter	31,240

Easter Seals NY leases certain facilities for school operations from unrelated parties at lease terms that are either below fair market value, or that are almost entirely rent-free. Under accounting principles generally accepted in the United States of America, lease agreements must be evaluated based upon their economic substance rather than legal form, and a lease subsidy would be recorded as both contribution and rental expense. However, Easter Seals NH has determined that such amounts would not be material to the accompanying consolidated financial statements.

Easter Seals NY subleases certain office space located at 11 West 42<sup>nd</sup> Street in New York to an unrelated party. The sublease agreement expires in February 2014. Total rental income earned under this sublease agreement for the years ended August 31, 2014 and 2013 was approximately \$65,000 and \$144,000, respectively.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

**5. Fixed Assets**

Fixed assets consist of the following at August 31:

	<u>2014</u>	<u>2013</u>
Buildings	\$ 27,225,674	\$ 33,015,085
Land and land improvements	2,696,051	3,494,009
Leasehold improvements	997,631	952,100
Office equipment and furniture	9,679,631	9,917,122
Vehicles	3,250,383	3,225,015
Construction in progress	<u>296,043</u>	<u>216,678</u>
	44,145,413	50,820,009
Less accumulated depreciation and amortization	<u>(19,051,030)</u>	<u>(22,753,125)</u>
	<u>\$ 25,094,383</u>	<u>\$ 28,066,884</u>

Depreciation and amortization expense related to fixed assets totaled \$1,728,935 and \$1,765,075 in 2014 and 2013, respectively. Depreciation and amortization of fixed assets included within discontinued operations in 2014 and 2013 totaled \$64,351 and \$218,670, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building has been recorded as deferred revenue at August 31, 2014 and 2013.

**6. Investments and Assets Limited as to Use**

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2014</u>	<u>2013</u>
Cash and cash equivalents	\$ 523,616	\$ 3,513,266
Certificates of deposit	—	554,282
Marketable equity securities	1,883,153	2,770,110
Mutual funds	11,634,793	10,992,033
Corporate and foreign bonds	711,063	903,497
Government and agency securities	<u>366,744</u>	<u>631,627</u>
	15,119,369	19,364,815
Less: assets limited as to use	<u>(1,286,323)</u>	<u>(5,100,474)</u>
Total investments, at fair value	<u>\$13,833,046</u>	<u>\$14,264,341</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

**6. Investments and Assets Limited as to Use (Continued)**

The composition of assets limited as to use at August 31, 2014 and 2013 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	<u>2014</u>	<u>2013</u>
Under an agreement with the State of Connecticut, which provides that the funds be utilized for certain allowable program expenditures:		
Cash and cash equivalents	\$ —	\$2,310,566
Certificates of deposit	—	554,282
Mutual funds	—	428,148
Marketable equity securities	—	<u>151,573</u>
	—	3,444,569
Under a deferred compensation plan (see note 7):		
Investments	986,277	1,367,127
Maintained in escrow to make required payments on certain bonds (see note 8):		
Cash and cash equivalents	<u>300,046</u>	<u>288,778</u>
Total assets limited as to use	<u>\$1,286,323</u>	<u>\$5,100,474</u>

The principal components of investment income and net realized and unrealized gains included in continuing operations and other nonoperating expenses, gains and losses are summarized below.

	<u>2014</u>	<u>2013</u>
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	\$ 742,337	\$ 681,151
Net unrealized gains	668,363	231,743
Net realized gains	<u>828,601</u>	<u>557,753</u>
	2,239,301	1,470,647
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	3,613	1,141
Net unrealized gains	20,109	7,631
Net realized gains	<u>17,877</u>	<u>16,542</u>
	<u>41,599</u>	<u>25,314</u>
	<u>\$2,280,900</u>	<u>\$1,495,961</u>

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 7. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Employee contributions may be matched by Easter Seals NH as determined in the annual budget. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$673,000 and \$474,000 for the years ended August 31, 2014 and 2013, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$128,000 and \$130,000 to this plan during the years ended August 31, 2014 and 2013, respectively. The assets and liabilities associated with this plan were \$986,277 and \$1,367,127 at August 31, 2014 and 2013, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

#### 8. Borrowings

Borrowings consist of the following at August 31:

	<u>2014</u>	<u>2013</u>
Revenue Bonds, Series 2004A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a variable rate determined through weekly remarketing (0.06% at August 31, 2014) through December 2034, annual principal payments continually increasing from \$400,000 to \$1,060,000 with a final payment of \$1,060,000 due December 2034, secured by a pledge of all gross receipts of Easter Seals NH and certain letters of credit (see below)	\$14,275,000	\$14,660,000
Revenue Bonds, Series 2010, issued through the Monroe County Industrial Development Corporation, interest only payments due through December 2011, after which monthly principal and interest payments ranging from \$10,050 to \$21,980 are required through the maturity date of December 31, 2040. Interest is payable monthly at a rate equal to 68% of the sum of the monthly LIBOR rate plus 2.65% (1.91% at August 31, 2014)	4,929,360	5,052,360
Mortgage payable to a bank with a variable rate of LIBOR plus 2.65%, principal of \$9,500 plus interest payable monthly, with a final payment of \$2,299,000 due March 2015, secured by all business assets and property of Easter Seals CT, excluding certain assets limited as to use (see deconsolidation of affiliate – note 12).	–	2,470,000



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

**8. Borrowings (Continued)**

	<u>2014</u>	<u>2013</u>
Non-revolving note payable to a bank with a total availability of \$3,500,000 with a variable rate of LIBOR plus 4.07% (4.23% at August 31, 2014), interest only payments through June 2014, after which monthly principal and interest payments are required through the maturity in June 2015, secured by an interest in certain property with a net book value of \$3,888,720 at August 31, 2014	\$ 3,482,580	\$ 3,500,000
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$985 payable monthly through April 2018, secured by vehicles	41,386	52,008
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$525 payable monthly through September 2018, secured by vehicles	24,449	-
Note payable to a bank with a fixed rate of 3.66%, principal and interest of \$3,177 payable monthly, due August 2015, secured by vehicles	37,353	73,357
Unsecured note payable to an individual with a fixed rate of 5.25%, principal and interest of \$10,311 payable monthly, due April 2016	197,002	307,232
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$2,923 payable monthly through September 2018, secured by vehicles	136,074	-
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$546 payable monthly through January 2019, secured by vehicles	27,394	-
Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$195 payable monthly through March 2019, secured by vehicles	10,137	-
Note payable to a bank with a fixed rate of 2.24%, principal and interest of \$608 payable monthly through July 2019, secured by vehicles	33,925	-
Note payable to a bank with a fixed rate of 2.24%, principal and interest of \$166 payable monthly through August 2019, secured by vehicles	<u>9,979</u>	<u>-</u>
	23,204,639	26,114,957
Less current portion	<u>4,228,339</u>	<u>796,290</u>
	<u>\$18,976,300</u>	<u>\$25,318,667</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2015	\$ 4,228,339
2016	698,294
2017	642,760
2018	669,263
2019	643,064
Thereafter	<u>16,322,919</u>
	<u>\$23,204,639</u>

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 8. **Borrowings (Continued)**

##### *Lines of Credit and Other Financing Arrangements*

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 and 2013 were converted to various term notes secured by vehicles, as described above.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through June 2017. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are two notes payable of \$33,925 and \$9,979 at August 31, 2014 that originated under this agreement. Availability under this agreement at August 31, 2014 is approximately \$456,000.

Easter Seals New Hampshire, Inc. (the sole member of Easter Seals NY and Harbor Schools), Easter Seals NY and Harbor Schools have a revolving line of credit with a bank, with available borrowings up to \$7 million (a portion of which is secured by available letters of credit of \$59,000). Outstanding advances are due on demand. The revolving line of credit has the following sub-limits which were last amended in May 2013: Easter Seals NH \$3.725 million, Easter Seals NY \$3 million and Harbor Schools \$275,000. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.41% at August 31, 2014). Under an event of default, the interest rate will increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc., Easter Seals NY and Harbor Schools. The agreement requires that collective borrowings under the line of credit be reduced to \$3,500,000 for 30 consecutive days during each calendar year. The agreement also limits each borrower's ability to incur additional indebtedness in excess of \$500,000. Amounts outstanding under this revolving line of credit agreement at August 31, 2014 and 2013 were \$262,356 and \$262,356, respectively, related to Harbor Schools, \$1,935,548 and \$1,599,505, respectively, related to Easter Seals NY and \$0 and \$1,425,875, respectively, related to Easter Seals NH.

Easter Seals CT had a demand revolving line of credit with a bank with available borrowings up to \$1 million. The interest rate charged on outstanding borrowings was at LIBOR plus 2.25%. The line was secured by all business assets and property of Easter Seals CT, except for certain assets limited as to use (\$3,444,569 carrying value as of August 31, 2013). Additionally, this line was guaranteed by Easter Seals NH. The agreement also limited Easter Seals CT's ability to incur additional indebtedness in excess of \$1,000,000 related to real estate, and was cross collateralized with all Easter Seals NH borrowings at this bank. Amounts outstanding under this revolving line of credit agreement at August 31, 2013 were \$924,658 (see deconsolidation of affiliate – note 12).

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 8. **Borrowings (Continued)**

##### NHHEFA 2004A Revenue Bonds

In connection with the NHHEFA 2004A Revenue Bonds, Easter Seals NH is required to make deposits of interest and principal of sufficient amounts to make the required interest payments and to retire the bonds when due. The 2004A Revenue Bonds require that Easter Seals NH maintain certain reserve funds with a trustee for current required principal and interest payments. Such amounts, which are included within assets limited as to use, totaled \$300,046 and \$288,778 at August 31, 2014 and 2013, respectively. This agreement also requires bank approval prior to Easter Seals NH incurring additional indebtedness. Easter Seals NH has two letters of credit securing the bonds for \$14,450,993 each (expiring and subject to renewal on March 15, 2015, and mainly to support future principal and interest repayments due under the 2004A Revenue Bonds). Easter Seals NH is required to replace or renew the two \$14,450,993 letters of credit upon their expiration or the related bonds may be subject to early redemption. Easter Seals NH pays an annual fee for the two letters of credit relating to the 2004A NHHEFA Revenue Bonds. Fees incurred on these letters of credit totaled approximately \$183,000 and \$157,000 in 2014 and 2013, respectively.

##### Series 2010 Revenue Bonds

On December 1, 2010, Easter Seals NY, in connection with the Monroe County Industrial Development Corporation and RBS Citizens, issued \$5,250,000 in Series 2010 tax-exempt Revenue Bonds (the Series 2010 Bonds). The Series 2010 Bonds were used to finance the acquisition of certain property located in Irondequoit, New York, provide for improvements to a school building and an existing rehabilitation facility, and construct two residential rehabilitation facilities. Additionally, proceeds were used to refinance certain Easter Seals NY outstanding debt.

The Series 2010 Bonds are secured by a mortgage on all properties and improvements financed by the bonds, and are guaranteed by Easter Seals NH. Easter Seals NY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee, as defined. This agreement also requires bank approval prior to Easter Seals NY incurring additional indebtedness. The Series 2010 Bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016, and thereafter every five years through June 1, 2036.

##### Interest Rate Swap Agreements

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A Revenue Bonds. The swap agreement has an outstanding notional amount of \$14,275,000 and \$14,660,000 at August 31, 2014 and 2013, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in December 2034. Easter Seals NH remits interest at the fixed rate of 3.54% and receives interest at a variable rate (0.06% at August 31, 2014).

On February 23, 2011, Easter Seals NY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Revenue Bonds. The swap agreement had an outstanding notional amount of \$4,929,360 and \$5,052,360 at August 31, 2014 and 2013, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in January 2031. Easter Seals NY remits interest at a fixed rate of 2.99% and receives interest at a variable rate (68% of monthly LIBOR).

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 8. **Borrowings (Continued)**

On December 27, 2010, Easter Seals CT entered into an interest rate swap agreement in connection with an outstanding mortgage payable of \$2,470,000 at August 31, 2013. The original notional amount of \$1,800,000 reduces ratably in conjunction with repayment of the note payable. The swap agreement effectively changed the variable rate to a fixed rate of 2.72% for the notional amounts outstanding, which is approximately 65% of the related mortgage payable (see deconsolidation of affiliate – note 12).

The fair value of the above interest rate swap agreements totaled \$3,329,813 and \$2,758,346 at August 31, 2014 and 2013, respectively, \$615,570 and \$708,132 of which was current at August 31, 2014 and 2013, respectively. During the years ended August 31, 2014 and 2013 net payments required by the agreements totaled \$674,448 and \$692,269, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 11 with respect to fair value determinations.

#### *Debt Covenants*

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2014, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds, Series 2010 Bonds, and other debt obligations.

#### 9. **Donated Services**

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

#### 10. **Related Party Transactions**

Approximately 13% of other fees and grants revenue is derived from a pass-through grant from Easter Seals, Inc. for both years ended August 31, 2014 and 2013. Easter Seals NH is a member of Easter Seals, Inc. As of August 31, 2014 and 2013, Easter Seals NH had a receivable of \$334,352 and \$247,471, respectively, from Easter Seals, Inc. related to amounts due under this grant. Easter Seals NH also has an amount due from Easter Seals CT of \$7,301 at August 31, 2014 (see also note 12). Membership fees to Easter Seals, Inc. were \$122,586 and \$121,780 for the years ended August 31, 2014 and 2013, respectively and are reflected as support of National programs on the accompanying consolidated statements of activity and changes in net assets.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 11. **Fair Value of Financial Instruments**

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trusts, investments and the interest rate swaps, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2014 and 2013.

#### *Investments and Assets Limited as to Use*

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, money market and mutual funds and government and agency securities that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain other mutual funds and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2. Investments in certificates of deposit are at cost plus accrued interest, which is estimated to approximate fair value and are included in Level 2.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

**11. Fair Value of Financial Instruments (Continued)**

*Beneficial Interest in Trusts Held by Others*

The beneficial interest in trusts held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trusts. The fair values of marketable equity securities, money market and mutual funds, government and agency securities and other asset funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities, mutual funds and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2. Investments in alternative and other asset funds are derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions, and are reflected as Level 3. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

*Interest Rate Swap Agreements*

The fair value for the interest rate swap liabilities is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

At August 31, 2014 and 2013, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2014</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 523,616	\$ —	\$ —	\$ 523,616
Marketable equity securities:				
Large-cap	1,238,248	—	—	1,238,248
International	644,905	—	—	644,905
Mutual funds, open-ended:				
Short-term fixed income	3,562,348	—	—	3,562,348
Intermediate-term bond fund	824,376	—	—	824,376
High yield bond fund	264,363	—	—	264,363
Foreign bond	14,168	—	—	14,168
Government securities	752,030	—	—	752,030
International equities	784,490	—	—	784,490
Domestic, large-cap	1,500,128	—	—	1,500,128
Domestic, mid-cap	147,920	—	—	147,920
Domestic, small-cap	3,480	—	—	3,480
Domestic, Multi Alt	112,233	—	—	112,233
Real estate fund	128,303	—	—	128,303

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

**11. Fair Value of Financial Instruments (Continued)**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Mutual funds, closed-ended:				
Domestic, large-cap	\$ 2,510,846	\$ -	\$ -	\$ 2,510,846
Domestic, mid-cap	508,556	-	-	508,556
Domestic, small-cap	193,682	-	-	193,682
International equity	326,879	-	-	326,879
Commodity	991	-	-	991
Corporate and foreign bonds	-	711,063	-	711,063
Government and agency securities	<u>366,744</u>	<u>-</u>	<u>-</u>	<u>366,744</u>
	<u>\$14,408,306</u>	<u>\$ 711,063</u>	<u>\$ -</u>	<u>\$15,119,369</u>
 Beneficial interest in trust held by others:				
Money market funds	\$ 16,172	\$ -	\$ -	\$ 16,172
Marketable equity securities:				
Large-cap	225,799	57,705	-	283,504
Small-cap	-	33,685	-	33,685
International	-	72,307	-	72,307
Emerging markets	46,695	-	-	46,695
Mutual funds:				
Domestic fixed income	-	133,076	-	133,076
International fixed income	30,821	-	-	30,821
Commodity	42,050	-	-	42,050
Real estate investment trust	<u>35,117</u>	<u>-</u>	<u>-</u>	<u>35,117</u>
	<u>\$ 396,654</u>	<u>\$ 296,773</u>	<u>\$ -</u>	<u>\$ 693,427</u>
 Liabilities:				
Interest rate swap agreements	<u>\$ -</u>	<u>\$ -</u>	<u>\$3,329,813</u>	<u>\$ 3,329,813</u>

2013

Assets:

Assets limited as to use and investments  
at fair value:

Cash and cash equivalents	\$ 3,513,266	\$ -	\$ -	\$ 3,513,266
Certificates of deposit	-	554,282	-	554,282
Marketable equity securities:				
Large-cap	2,550,313	-	-	2,550,313
International	219,797	-	-	219,797
Mutual funds, open-ended:				
Short-term fixed income	3,304,368	-	-	3,304,368
Intermediate-term bond fund	543,938	-	-	543,938
High yield bond fund	274,582	-	-	274,582
Foreign bond	210,342	-	-	210,342
Government securities	511,971	-	-	511,971
International equities	693,837	-	-	693,837

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

**11. Fair Value of Financial Instruments (Continued)**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Domestic, large-cap	\$ 816,851	\$ —	\$ —	\$ 816,851
Domestic, mid-cap	369,532	—	—	369,532
Domestic, small-cap	237,828	—	—	237,828
Real estate fund	3,868	—	—	3,868
Mutual funds, closed-ended:				
Fixed income and bond	427,663	—	—	427,663
Domestic, large-cap	2,002,955	—	—	2,002,955
Domestic, mid-cap	493,556	—	—	493,556
Domestic, small-cap	913,054	—	—	913,054
International equity	173,305	—	—	173,305
Commodity	14,383	—	—	14,383
Corporate and foreign bonds	—	903,497	—	903,497
Government and agency securities	<u>631,627</u>	<u>—</u>	<u>—</u>	<u>631,627</u>
	<u>\$17,907,036</u>	<u>\$1,457,779</u>	<u>\$ —</u>	<u>\$19,364,815</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 4,555	\$ —	\$ —	\$ 4,555
Marketable equity securities:				
Large-cap	2,544,889	148,594	—	2,693,483
Mid-cap	809,286	45,600	—	854,886
Small-cap	—	33,110	—	33,110
International	319,796	40,369	—	360,165
Emerging markets	118,842	—	—	118,842
Corporate bonds	—	709,131	—	709,131
Foreign bonds	—	6,029	—	6,029
Mutual funds:				
Domestic fixed income	—	654,361	—	654,361
International equity	34,664	—	—	34,664
International fixed income	19,931	—	—	19,931
Domestic large-cap equity	67,476	—	—	67,476
Domestic mid-cap equity	16,984	—	—	16,984
Domestic small-cap equity	20,565	—	—	20,565
Commodity	5,465	—	—	5,465
Government and agency securities	20,202	—	—	20,202
Real estate investment trust	95,123	—	—	95,123
Alternative and structured asset funds	<u>33,921</u>	<u>—</u>	<u>88,834</u>	<u>122,755</u>
	<u>\$ 4,111,699</u>	<u>\$1,637,194</u>	<u>\$ 88,834</u>	<u>\$ 5,837,727</u>
Liabilities:				
Interest rate swap agreements	<u>\$ —</u>	<u>\$ —</u>	<u>\$2,758,346</u>	<u>\$ 2,758,346</u>



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

**11. Fair Value of Financial Instruments (Continued)**

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 assets and liabilities for the years ended August 31, 2014 and 2013:

	Interest Rate Swaps	Alternative and Other Asset Funds
Beginning balance, August 31, 2012	\$(5,135,978)	\$ 78,614
Unrealized gains, net	<u>2,377,632</u>	<u>10,220</u>
Ending balance, August 31, 2013	(2,758,346)	88,834
Unrealized loss, net	(594,854)	-
Deconsolidation of affiliate – see note 12	<u>23,387</u>	<u>(88,834)</u>
Ending balance, August 31, 2014	<u><u>\$(3,329,813)</u></u>	<u><u>\$ -</u></u>

Excluding the impact of the deconsolidation of an affiliate (see note 12), the net amounts of unrealized gains (losses) for the period attributable to the change in unrealized gains (losses) relating to the interest rate swaps still held at August 31, 2014 and 2013 were \$(594,854) and \$2,377,632, respectively. The amount of unrealized gains for the period attributable to the change in unrealized gains relating to the Level 3 investments still held at August 31, 2014 and 2013 were \$0 and \$10,220, respectively.

Easter Seals NH's other financial instruments, including cash and cash equivalents, accounts receivable from affiliates, program and other accounts receivable, contributions receivable, accounts payable, lines of credit, and long-term debt, have fair values approximating their carrying values because of the short-term nature of the financial instruments or because interest rates approximate current market rates.

**12. Deconsolidation of Related Entity**

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals CT were transferred to Oak Hill effective July 31, 2014. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals CT. Easter Seals NH recognized a decrease in net assets of \$5,841,079 as a result of the deconsolidation of Easter Seals CT. The accompanying 2014 consolidated financial statements include the operating results of Easter Seals CT for the period from September 1, 2013 through July 31, 2014 and the year ended August 31, 2013.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

**12. Deconsolidation of Related Entity (Continued)**

Summary statements of financial position and activities of Easter Seals CT for the period ended July 31, 2014 and year ended August 31, 2013 follow:

	July 31, 2014 <u>(Unaudited)</u>	August 31, 2013 <u></u>
<b>Assets:</b>		
Cash and cash equivalents	\$ 21,440	\$ 270,732
Program and other accounts receivable, net	18,572	283,994
Assets limited as to use	3,548,526	3,444,569
Investments, at fair value	256,832	1,699,874
Beneficial interest in trust held by others	5,719,267	5,207,585
Fixed assets	1,879,966	1,919,988
Other assets	<u>24,828</u>	<u>108,708</u>
 Total assets	 11,469,431	 12,935,450
<b>Liabilities and net assets:</b>		
Line of credit	-	(924,658)
Deferred revenue	(3,138,717)	(3,456,204)
Long-term debt	(2,365,500)	(2,470,000)
Other liabilities	<u>(124,135)</u>	<u>(731,465)</u>
 Total liabilities	 <u>(5,628,352)</u>	 <u>(7,582,327)</u>
 Total net assets	 <u>\$ 5,841,079</u>	 <u>\$ 5,353,123</u>

	11-Month Period Ended <u>July 31, 2014</u>	Year Ended <u>August 31, 2013</u>
Total public support and revenue	\$1,027,556	\$ 1,298,832
Total operating expenses	(856,861)	(1,048,542)
Other nonoperating expenses, gains and losses	<u>778,724</u>	<u>361,524</u>
 Increase in net assets before discontinued operations	 <u>\$ 949,419</u>	 <u>\$ 611,814</u>

Losses from discontinued operations within Easter Seals CT for the eleven month period ended July 31, 2014 and year ended August 31, 2013 were \$454,230 and \$657,561, respectively.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 13. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On January 25, 2012, the Board of Directors of Easter Seals New Hampshire, Inc. voted to approve discontinuing the group home and special education programs in Rutland, Vermont.
- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary.
- On March 22, 2013, the Board of Directors of Easter Seals NY voted to discontinue the Bronx Early Intervention program.
- On May 2, 2014 the Sayville program in NY was discontinued as a license was not able to be obtained.
- On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On October 17, 2013, the Maine Board of Directors voted to close the Maine Vocational programs.
- On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013.
- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2014 and 2013 are as follows:

	<u>Vermont</u>		<u>Harbor Schools</u>		<u>New York</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Total assets	\$ -	\$ -	\$878,144	\$ 872,744	\$ 32,929	\$51,896
Total liabilities	-	1,197	648,892	595,053	44,511	9,289
Net assets (deficit):						
Unrestricted	-	(1,197)	180,556	230,951	(11,582)	42,607
Temporarily restricted	-	-	24,870	22,914	-	-
Permanently restricted	-	-	23,826	23,826	-	-

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2014 and 2013

**13. Discontinued Operations (Continued)**

	<u>Maine</u>		<u>Connecticut</u>		<u>New Hampshire</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Total assets	\$ 825	\$ 1,888	\$ -	\$ 2,119,068	\$ 800,810	\$ -
Total liabilities	-	38	-	2,470,000	31,783	29,592
Net assets (deficit):						
Unrestricted	825	1,850	-	(350,932)	769,027	(29,592)

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2014 and 2013 are as follows:

	<u>Vermont</u>		<u>Harbor Schools</u>		<u>New York</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Total public support and revenue	\$ -	\$ -	\$ 22,127	\$ 12,907	\$ -	\$ 320,825
Operating expenses	-	(20,310)	(70,891)	(329,961)	(192,456)	(628,465)
Other nonoperating expense, gains or losses	-	-	830	(1,469)	-	-
Gain on sale of properties, net	-	-	-	291,788	-	-
Total decrease in net assets	\$ -	\$ (20,310)	\$ (47,934)	\$ (26,735)	\$ (192,456)	\$ (307,640)

	<u>Maine</u>		<u>Connecticut</u>		<u>New Hampshire</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Total public support and revenue	\$ 4,667	\$ 210,588	\$ 57,166	\$ 774,143	\$ 1,276,909	\$ 1,996,997
Operating expenses	(42,262)	(324,009)	(511,596)	(1,431,704)	(2,018,853)	(1,970,004)
Gain (loss) on sale of properties, net	-	325	200	-	-	(15,563)
Total increase (decrease) in net assets	\$ (37,595)	\$ (113,096)	\$ (454,230)	\$ (657,561)	\$ (741,944)	\$ 11,430

During 2013 Easter Seals NH sold two properties related to the closure of certain programs, which resulted in net gains on the sales of property of \$276,550.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2014 and 2013

**14. Concentrations**

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals' investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the "Lord Abbett Short Duration Income A Fund" as of August 31, 2014.

**OTHER FINANCIAL INFORMATION**

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**

August 31, 2014

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Connecticut</u>	<u>New York</u>	<u>Elimi- nations</u>	<u>Total</u>
Current assets:									
Cash and cash equivalents	\$ 1,887,115	\$ 600	\$ 10,132	\$ 500	\$ -	\$ -	\$ 858,787	\$ -	\$ 2,757,134
Accounts receivable from affiliates	6,110,436	911,119	-	-	-	-	334,353	(7,014,255)	341,653
Program and other accounts receivable, net	6,565,059	763,220	164,545	160,355	3,500	-	2,466,068	-	10,122,747
Contributions receivable, net	492,586	-	1,843	21,534	-	-	189,411	-	705,374
Current portion of assets limited as to use	300,046	-	-	-	-	-	-	-	300,046
Prepaid expenses and other current assets	<u>352,244</u>	<u>1,475</u>	<u>36,840</u>	<u>7,722</u>	<u>-</u>	<u>-</u>	<u>280,045</u>	<u>-</u>	<u>678,326</u>
Total current assets	15,707,486	1,676,414	213,360	190,111	3,500	-	4,128,664	(7,014,255)	14,905,280
Assets limited as to use, net of current portion	986,277	-	-	-	-	-	-	-	986,277
Fixed assets, net	19,655,095	31,222	24,514	22,222	-	-	5,361,330	-	25,094,383
Property held for sale	463,947	-	-	-	825,947	-	-	-	1,289,894
Bond issuance costs, net	62,218	-	-	-	-	-	172,895	-	235,113
Investments, at fair value	12,883,509	-	-	-	48,697	-	900,840	-	13,833,046
Beneficial interest in trusts held by others and other assets	<u>898,413</u>	<u>-</u>	<u>-</u>	<u>38,768</u>	<u>-</u>	<u>-</u>	<u>613,738</u>	<u>-</u>	<u>1,550,919</u>
	<u>\$50,656,945</u>	<u>\$1,707,636</u>	<u>\$ 237,874</u>	<u>\$ 251,101</u>	<u>\$ 878,144</u>	<u>\$ -</u>	<u>\$11,177,467</u>	<u>\$ (7,014,255)</u>	<u>\$57,894,912</u>

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Current liabilities:									
Lines of credit	\$ -	\$ -	\$ -	\$ -	\$ 262,356	\$ -	\$ 1,935,548	\$ -	\$ 2,197,904
Accounts payable	1,431,692	12,425	940	3,898	-	-	458,788	-	1,907,743
Accrued expenses	3,267,969	15,892	34,088	8,220	7,696	-	917,617	-	4,251,482
Accounts payable to affiliates	3,023,524	-	2,562,288	99,631	352,590	-	976,222	(7,014,255)	-
Current portion of deferred revenue	523,300	12,557	5,000	83	26,250	-	291,068	-	858,258
Current portion of interest rate swap agreements	474,355	-	-	-	-	-	141,215	-	615,570
Current portion of long-term debt	4,064,386	-	-	-	-	-	163,953	-	4,228,339
Total current liabilities	12,785,226	40,874	2,602,316	111,832	648,892	-	4,884,411	(7,014,255)	14,059,296
Deferred revenue, net of current portion	999,167	-	-	-	-	-	-	-	999,167
Other liabilities	987,185	-	-	-	-	-	-	-	987,185
Interest rate swap agreements, less current portion	2,195,025	-	-	-	-	-	519,218	-	2,714,243
Long-term debt, less current portion	14,173,540	-	-	-	-	-	4,802,760	-	18,976,300
Total liabilities	31,140,143	40,874	2,602,316	111,832	648,892	-	10,206,389	(7,014,255)	37,736,191
Net assets (deficit):									
Unrestricted	14,428,086	1,666,763	(2,422,354)	100,501	180,556	-	235,785	-	14,189,337
Temporarily restricted	690,526	(1)	57,912	-	24,870	-	171,555	-	944,862
Permanently restricted	4,398,190	-	-	38,768	23,826	-	563,738	-	5,024,522
Total net assets (deficit)	19,516,802	1,666,762	(2,364,442)	139,269	229,252	-	971,078	-	20,158,721
	\$50,656,945	\$1,707,636	\$ 237,874	\$ 251,101	\$ 878,144	\$ -	\$11,177,467	\$ (7,014,255)	\$57,894,912

\* Includes Agency Realty, Inc., Webster Place, Inc. and Manchester Alcoholism Rehabilitation Center



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**

August 31, 2013

ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Current assets:									
Cash and cash equivalents	\$ 1,884,939	\$ 500	\$ 300	\$ 500	\$ -	\$ 270,732	\$ 885,650	\$ -	\$ 3,042,621
Accounts receivable from affiliates	8,588,060	983,077	-	-	-	-	247,471	(9,571,137)	247,471
Program and other accounts receivable, net	6,375,827	627,330	541,354	160,914	3,500	283,994	3,231,789	-	11,224,708
Contributions receivable, net	343,482	-	1,725	20,175	-	28,350	292,378	-	686,110
Current portion of assets limited as to use	288,778	-	-	-	-	253,183	-	-	541,961
Prepaid expenses and other current assets	426,695	4,950	37,302	9,276	-	80,358	225,263	-	783,844
Total current assets	17,907,781	1,615,857	580,681	190,865	3,500	916,617	4,882,551	(9,571,137)	16,526,715
Assets limited as to use, net of current portion	1,367,127	-	-	-	-	3,191,386	-	-	4,558,513
Fixed assets, net	20,574,542	1,994	29,777	20,130	-	1,919,988	5,520,453	-	28,066,884
Property held for sale	-	-	-	-	822,504	-	-	-	822,504
Bond issuance costs, net	65,290	-	-	-	-	-	179,461	-	244,751
Investments, at fair value	11,646,528	-	-	-	46,740	1,699,874	871,199	-	14,264,341
Beneficial interest in trusts held by others and other assets	969,247	-	-	35,917	-	5,207,585	618,051	-	6,830,800
	<u>\$52,530,515</u>	<u>\$ 1,617,851</u>	<u>\$ 610,458</u>	<u>\$ 246,912</u>	<u>\$ 872,744</u>	<u>\$ 12,935,450</u>	<u>\$ 12,071,715</u>	<u>\$ (9,571,137)</u>	<u>\$ 71,314,508</u>

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Current liabilities:									
Lines of credit	\$ 1,425,875	\$ -	\$ -	\$ -	\$ 262,356	\$ 924,658	\$ 1,599,505	\$ -	\$ 4,212,394
Accounts payable	1,259,499	8,467	1,492	3,458	907	65,152	473,153	-	1,812,128
Accrued expenses	3,058,850	7,722	28,013	6,617	29,988	115,836	896,428	-	4,143,454
Accounts payable to affiliates	4,654,485	-	2,790,841	58,729	296,552	493,735	1,276,795	(9,571,137)	-
Current portion of deferred revenue	342,165	12,095	55,123	-	5,250	264,818	160,116	-	839,567
Current portion of interest rate swap agreements	525,435	-	-	-	-	39,267	143,430	-	708,132
Current portion of long-term debt	523,287	-	-	-	-	114,000	159,003	-	796,290
Total current liabilities	11,789,596	28,284	2,875,469	68,804	595,053	2,017,466	4,708,430	(9,571,137)	12,511,965
Deferred revenue, net of current portion	1,026,667	-	-	-	-	3,191,386	-	-	4,218,053
Other liabilities	1,367,458	-	-	-	-	-	-	-	1,367,458
Interest rate swap agreements, less current portion	1,699,286	-	-	-	-	17,475	333,453	-	2,050,214
Long-term debt, less current portion	17,995,953	-	-	-	-	2,356,000	4,966,714	-	25,318,667
Total liabilities	33,878,960	28,284	2,875,469	68,804	595,053	7,582,327	10,008,597	(9,571,137)	45,466,357
Net assets (deficit):									
Unrestricted	13,547,926	1,589,568	(2,279,862)	140,709	230,951	145,539	1,392,877	-	14,767,708
Temporarily restricted	734,001	(1)	14,851	1,482	22,914	-	152,190	-	925,437
Permanently restricted	4,369,628	-	-	35,917	23,826	5,207,584	518,051	-	10,155,006
Total net assets (deficit)	18,651,555	1,589,567	(2,265,011)	178,108	277,691	5,353,123	2,063,118	-	25,848,151
	\$52,530,515	\$1,617,851	\$ 610,458	\$ 246,912	\$ 872,744	\$12,935,450	\$12,071,715	\$ (9,571,137)	\$71,314,508

\* Includes Agency Realty, Inc., Webster Place, Inc. and Manchester Alcoholism Rehabilitation Center

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2014

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>	<u>Connecticut</u>	<u>New York</u>	<u>Elimi- nations</u>	<u>Total</u>
Public support and revenue:									
Public support:									
Contributions	\$ 660,025	\$ 783	\$ 188,715	\$ 35,175	\$ -	\$ 5,902	\$ 409,654	\$ -	\$ 1,300,254
Special events, net	990,162	2,390	16,735	132,955	-	12,446	661,287	-	1,815,975
Annual campaigns, net	398,950	10,731	19,340	48,824	-	24,005	-	-	501,850
Bequests	<u>220,764</u>	<u>-</u>	<u>-</u>	<u>1,710</u>	<u>-</u>	<u>8,129</u>	<u>217,955</u>	<u>-</u>	<u>448,558</u>
Total public support	2,269,901	13,904	224,790	218,664	-	50,482	1,288,896	-	4,066,637
Revenue:									
Fees and grants from governmental agencies	37,890,398	3,257,409	2,142,632	1,114,188	-	248,623	23,072,047	-	67,725,297
Other fees and grants	19,739,085	669,021	37,471	61,137	-	9,862	4,577,720	-	25,094,296
Sales to public	4,270,196	-	-	-	-	-	-	-	4,270,196
Dividend and interest income	339,121	-	-	1,472	-	373,818	56,794	(25,255)	745,950
Rental income	1,032	-	-	-	-	-	64,746	(574)	65,204
Intercompany revenue	2,317,520	-	-	-	-	-	66,035	(2,383,555)	-
Other	<u>133,957</u>	<u>285</u>	<u>172</u>	<u>5,341</u>	<u>-</u>	<u>344,771</u>	<u>4,112</u>	<u>(29,450)</u>	<u>459,188</u>
Total revenue	<u>64,691,309</u>	<u>3,926,715</u>	<u>2,180,275</u>	<u>1,182,138</u>	<u>-</u>	<u>977,074</u>	<u>27,841,454</u>	<u>(2,438,834)</u>	<u>98,360,131</u>
Total public support and revenue	66,961,210	3,940,619	2,405,065	1,400,802	-	1,027,556	29,130,350	(2,438,834)	102,426,768
Operating expenses:									
Program services:									
Public health education	258,038	245	74	3,551	-	386	253,698	-	515,992
Professional education	29,065	-	-	-	-	-	-	-	29,065
Direct services	<u>56,578,002</u>	<u>3,518,763</u>	<u>2,156,028</u>	<u>1,164,880</u>	<u>-</u>	<u>576,844</u>	<u>26,023,617</u>	<u>(31,000)</u>	<u>89,987,134</u>
Total program services	56,865,105	3,519,008	2,156,102	1,168,431	-	577,230	26,277,315	(31,000)	90,532,191

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Supporting services:									
Management and general Fundraising	\$ 8,240,795 862,957	\$ 344,097 319	\$ 220,095 90,098	\$ 130,416 141,535	\$ - -	\$ 147,814 129,258	\$ 2,722,667 796,555	\$ (2,386,314) (13,783)	\$ 9,419,570 2,006,939
Total supporting services	9,103,752	344,416	310,193	271,951	-	277,072	3,519,222	(2,400,097)	11,426,509
Total functional expenses	65,968,857	3,863,424	2,466,295	1,440,382	-	854,302	29,796,537	(2,431,097)	101,958,700
Support of National programs	25,797	-	606	2,110	-	2,559	91,514	-	122,586
Total operating expenses	65,994,654	3,863,424	2,466,901	1,442,492	-	856,861	29,888,051	(2,431,097)	102,081,286
Increase (decrease) in net assets from operations	966,556	77,195	(61,836)	(41,690)	-	170,695	(757,701)	(7,737)	345,482
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	(444,658)	-	-	-	-	33,354	(183,550)	-	(594,854)
Net realized and unrealized gains (losses) on investments	1,303,266	-	-	-	-	235,704	(4,020)	-	1,534,950
Increase in fair value of beneficial interest in trusts held by others	14,750	-	-	2,851	-	511,682	45,687	-	574,970
Gain (loss) on sales and disposals of property, plant and equipment	16,368	-	-	-	-	(2,016)	-	-	14,352
Other nonoperating expenses	(249,092)	-	-	-	-	-	-	-	(249,092)
Deconsolidation of affiliate	640,634	-	-	2,851	-	778,724	(141,883)	-	1,280,326
	-	-	-	-	-	(5,841,079)	-	-	(5,841,079)
Increase (decrease) in net assets before effects of discontinued operations	1,607,190	77,195	(61,836)	(38,839)	-	(4,891,660)	(899,584)	(7,737)	(4,215,271)
Loss from discontinued operations	(741,943)	-	(37,595)	-	(48,439)	(461,463)	(192,456)	7,737	(1,474,159)
Total increase (decrease) in net assets	865,247	77,195	(99,431)	(38,839)	(48,439)	(5,353,123)	(1,092,040)	-	(5,689,430)
Net assets (deficit) at beginning of year	18,651,555	1,589,567	(2,265,011)	178,108	277,691	5,353,123	2,063,118	-	25,848,151
Net assets (deficit) at end of year	\$ 19,516,802	\$ 1,666,762	\$ (2,364,442)	\$ 139,269	\$ 229,252	\$ -	\$ 971,078	\$ -	\$ 20,158,721

\* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2013

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Public support and revenue:									
Public support:									
Contributions	\$ 1,982,061	\$ 569	\$ 20,216	\$ 34,016	\$ -	\$ 43,732	\$ 416,983	\$ -	\$ 2,497,577
Special events, net	323,059	176	57,225	106,647	-	35,291	466,125	-	988,523
Annual campaigns, net	379,744	15,804	12,321	32,663	-	2,702	-	-	443,234
Bequests	<u>108,362</u>	-	<u>79,247</u>	<u>1,710</u>	-	<u>20,270</u>	<u>160,234</u>	-	<u>369,823</u>
Total public support	2,793,226	16,549	169,009	175,036	-	101,995	1,043,342	-	4,299,157
Revenue:									
Fees and grants from governmental agencies	34,749,892	2,855,468	1,328,332	1,077,769	-	346,649	23,270,093	-	63,628,203
Other fees and grants	19,378,555	727,962	30,673	64,890	-	16,554	3,794,589	-	24,013,223
Sales to public	4,019,558	-	-	-	-	-	-	-	4,019,558
Dividend and interest income	353,638	-	-	1,431	-	305,749	52,749	(31,275)	682,292
Rental income	1,240	-	-	-	-	-	143,531	-	144,771
Intercompany revenue	1,966,264	-	-	-	-	-	54,004	(2,020,268)	-
Other	<u>95,342</u>	<u>9,294</u>	<u>16</u>	<u>5,600</u>	-	<u>527,885</u>	<u>41,126</u>	-	<u>679,263</u>
Total revenue	<u>60,564,489</u>	<u>3,592,724</u>	<u>1,359,021</u>	<u>1,149,690</u>	-	<u>1,196,837</u>	<u>27,356,092</u>	<u>(2,051,543)</u>	<u>93,167,310</u>
Total public support and revenue	63,357,715	3,609,273	1,528,030	1,324,726	-	1,298,832	28,399,434	(2,051,543)	97,466,467
Operating expenses:									
Program services:									
Public health education	257,956	885	87	3,746	-	241	346,187	-	609,102
Professional education	41,275	-	-	-	-	-	-	-	41,275
Direct services	<u>54,105,838</u>	<u>3,177,319</u>	<u>1,235,816</u>	<u>1,073,809</u>	-	<u>810,933</u>	<u>24,086,980</u>	<u>(148,200)</u>	<u>84,342,495</u>
Total program services	54,405,069	3,178,204	1,235,903	1,077,555	-	811,174	24,433,167	(148,200)	84,992,872

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Supporting services:									
Management and general Fundraising	\$ 7,892,260 958,211	\$ 329,705 2,124	\$ 154,349 36,353	\$ 121,246 116,201	\$ - -	\$ 75,977 156,362	\$ 2,686,098 533,649	\$ (1,855,742) (47,601)	\$ 9,403,893 1,755,299
Total supporting services	<u>8,850,471</u>	<u>331,829</u>	<u>190,702</u>	<u>237,447</u>	<u>-</u>	<u>232,339</u>	<u>3,219,747</u>	<u>(1,903,343)</u>	<u>11,159,192</u>
Total functional expenses	63,255,540	3,510,033	1,426,605	1,315,002	-	1,043,513	27,652,914	(2,051,543)	96,152,064
Support of National programs	<u>25,325</u>	<u>-</u>	<u>595</u>	<u>5,435</u>	<u>-</u>	<u>5,029</u>	<u>85,396</u>	<u>-</u>	<u>121,780</u>
Total operating expenses	<u>63,280,865</u>	<u>3,510,033</u>	<u>1,427,200</u>	<u>1,320,437</u>	<u>-</u>	<u>1,048,542</u>	<u>27,738,310</u>	<u>(2,051,543)</u>	<u>96,273,844</u>
Increase in net assets from operations	76,850	99,240	100,830	4,289	-	250,290	661,124	-	1,192,623
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	1,755,863	-	-	-	-	41,266	580,503	-	2,377,632
Net realized and unrealized gains (losses) on investments	715,103	-	-	-	-	112,222	(13,656)	-	813,669
Increase in fair value of beneficial interest in trusts held by others	5,861	-	-	1,429	-	208,036	24,110	-	239,436
Other nonoperating losses	(77,517)	-	-	-	-	-	(29,603)	-	(107,120)
Gain on sales and disposals of property, plant and equipment	<u>7,392</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,392</u>
	<u>2,406,702</u>	<u>-</u>	<u>-</u>	<u>1,429</u>	<u>-</u>	<u>361,524</u>	<u>561,354</u>	<u>-</u>	<u>3,331,009</u>
Increase in net assets before effects of discontinued operations	2,483,552	99,240	100,830	5,718	-	611,814	1,222,478	-	4,523,632
Income (loss) from discontinued operations	<u>11,430</u>	<u>(20,310)</u>	<u>(113,096)</u>	<u>-</u>	<u>(26,735)</u>	<u>(657,561)</u>	<u>(307,640)</u>	<u>-</u>	<u>(1,113,912)</u>
Total increase (decrease) in net assets	2,494,982	78,930	(12,266)	5,718	(26,735)	(45,747)	914,838	-	3,409,720
Net assets (deficit) at beginning of year	<u>16,156,573</u>	<u>1,510,637</u>	<u>(2,252,745)</u>	<u>172,390</u>	<u>304,426</u>	<u>5,398,870</u>	<u>1,148,280</u>	<u>-</u>	<u>22,438,431</u>
Net assets (deficit) at end of year	<u>\$ 18,651,555</u>	<u>\$ 1,589,567</u>	<u>\$ (2,265,011)</u>	<u>\$ 178,108</u>	<u>\$ 277,691</u>	<u>\$ 5,353,123</u>	<u>\$ 2,063,118</u>	<u>\$ -</u>	<u>\$ 25,848,151</u>

\* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2014

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Salaries and related expenses	\$ 48,494,900	\$ 2,970,136	\$ 1,999,154	\$ 1,053,169	\$ -	\$ 544,811	\$ 21,791,248	\$ -	\$ 76,853,418
Professional fees	6,982,525	533,037	188,905	228,820	-	211,335	3,776,125	(2,413,005)	9,507,742
Supplies	1,750,451	23,661	19,749	6,305	-	6,169	871,909	-	2,678,244
Telephone	684,805	15,065	6,345	9,051	-	3,934	148,073	-	867,273
Postage and shipping	70,760	1,033	3,123	2,173	-	1,280	34,635	-	113,004
Occupancy	2,097,572	85,308	168,892	84,892	-	49,802	1,593,939	-	4,080,405
Outside printing, artwork and media	67,850	3,479	9,570	4,559	-	449	41,120	-	127,027
Travel	2,231,402	118,835	6,591	39,351	-	8,863	189,950	(69)	2,594,923
Conventions and meetings	168,077	18,125	16,466	1,254	-	9,710	156,942	-	370,574
Specific assistance to individuals	968,332	70,856	22,066	-	-	12,455	171,751	-	1,245,460
Dues and subscriptions	22,081	-	2,424	125	-	870	15,339	-	40,839
Minor equipment purchases- and equipment rental	215,839	18,748	7,922	7,850	-	1,698	117,599	-	369,656
Ads, fees and miscellaneous	27,699	1,937	2,542	355	-	230	11,013	-	43,776
Interest	885,953	-	-	-	-	-	308,286	(18,023)	1,176,216
Bad debt provision	-	-	-	-	-	-	-	-	-
Facility tax assessment	-	-	-	-	-	-	182,791	-	182,791
Depreciation and amortization	1,300,611	3,204	12,546	2,478	-	2,696	385,817	-	1,707,352
	<u>\$ 65,968,857</u>	<u>\$ 3,863,424</u>	<u>\$ 2,466,295</u>	<u>\$ 1,440,382</u>	<u>\$ -</u>	<u>\$ 854,302</u>	<u>\$ 29,796,537</u>	<u>\$ (2,431,097)</u>	<u>\$ 101,958,700</u>

\* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2013

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi- nations	Total
Salaries and related expenses	\$ 46,435,814	\$ 2,582,606	\$ 1,182,486	\$ 950,569	\$ -	\$ 755,476	\$ 19,897,017	\$ -	\$ 71,803,968
Professional fees	6,607,471	573,778	49,472	197,171	-	128,550	3,683,964	(2,020,268)	9,220,138
Supplies	1,847,054	24,018	26,253	7,177	-	26,740	770,402	-	2,701,644
Telephone	676,981	15,458	3,861	7,864	-	6,589	131,845	-	842,598
Postage and shipping	76,565	1,528	2,604	2,455	-	908	30,711	-	114,771
Occupancy	2,011,739	55,018	128,009	83,516	-	52,053	1,488,120	-	3,818,455
Outside printing, artwork and media	73,284	4,336	5,082	7,299	-	10,719	29,277	-	129,997
Travel	2,241,712	114,616	2,695	42,513	-	10,516	191,172	-	2,603,224
Conventions and meetings	214,794	27,374	2,162	1,668	-	11,465	134,065	-	391,528
Specific assistance to individuals	712,548	87,860	2,648	-	-	595	153,140	-	956,791
Dues and subscriptions	24,498	538	4,902	1,246	-	1,280	16,753	-	49,217
Minor equipment purchases- and equipment rental	292,938	19,148	9,519	11,565	-	7,157	85,912	-	426,239
Ads, fees and miscellaneous	47,695	2,962	3,044	225	-	1,594	44,104	-	99,624
Interest	779,392	-	-	-	-	26,201	319,338	(31,275)	1,093,656
Facility tax assessment	-	-	-	-	-	-	311,041	-	311,041
Depreciation and amortization	1,213,055	793	3,868	1,734	-	3,670	366,053	-	1,589,173
	<u>\$ 63,255,540</u>	<u>\$ 3,510,033</u>	<u>\$ 1,426,605</u>	<u>\$ 1,315,002</u>	<u>\$ -</u>	<u>\$ 1,043,513</u>	<u>\$ 27,652,914</u>	<u>\$ (2,051,543)</u>	<u>\$ 96,152,064</u>

\* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center



## **2015 Farnum Center Board of Directors**

### **Chairman**

Rob Wieczorek

### **Past Chair**

Peter Anderson

### **Secretary**

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James Barry

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James Craig

Ian MacDermott

Timm Runnion

Kriss Blevens

Tom Bullock

CHERYL A. WILKIE, Psy.D., MLADC  
Easter Seals/Farnum Center

**EMPLOYMENT HISTORY**

**Easter Seals New Hampshire, Inc. /Farnum Center** **2008-present**

Senior Vice President of Substance Abuse Services

Recruited to redesign and manage a struggling residential and outpatient treatment facility and improve operations.

- Recruitment and supervision of clinical staff.
- Supervise doctors, nurses and all management staff.
- Identify staff development needs for all staff (clinical and resident instructors) and provide training.
- Design evidence based programming for all modalities.
- Develop grant proposals and other funding opportunities in collaboration with other staff.
- Coordinate and facilitate treatment team meetings.
- Opened additional intensive outpatient programs.
- Assure program compliance with applicable Federal and State laws and regulations.
- Maintain administrative and fiscal records.
- Attend community meetings to support substance abuse programming throughout the state.

**Southern New Hampshire Services**

**Pre-Placement Program, Manchester, N.H.**

**2003-2008**

Director of a drug and alcohol treatment program for offenders in the criminal justice system.

- Supervision of all staff.
- Administration of all Community Corrections Programs.
- Provided individual and group counseling to clients waiting to enter intensive outpatient or residential programs.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.

**Merrimack County Attorney's Office, Concord, N.H.**

**1998-present**

Clinical Director/Masters Licensed Drug and Alcohol Counselor (MLADC)

- Provide chemical dependency evaluations for clients involved in the criminal justice system through the Pre-Trial Services, Diversion and FAST Programs.
- Make recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Provide training to all staff involving drug and alcohol and mental health issues.

**Southern New Hampshire Services**

**Manchester Academy Program, Manchester, N.H.**

**1998-2003**

Clinical Director of a community based alternative sentencing program for adult offenders.

- Provided substance abuse evaluations to the Court system.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Case management of offenders.

Promoted to Director of the Manchester Academy Program

**2003-2008**

- Supervision of all staff.
- Maintained administrative and fiscal records.
- Reporting and data compliance for the NH Department of Corrections.

**Odyssey Family Center, Canterbury, N.H.**

**1993-1998**

Supervisor at a long-term drug and alcohol treatment program for pregnant and post partum women.

- Supervised direct care staff.
- Provided drug and alcohol treatment services, individual and group counseling.
- Provided intake evaluations and to case load management.
- Coordinated outreach screening and continuing care services for clients and their children.
- Maintained administrative and fiscal records.

**N.H. Department of Corrections, Probation/Parole Field Services**

**1991-1992**

- Set up and co-facilitated counseling support groups for women being paroled to their home communities.
- Counseled women with drug and alcohol issues, parenting issues, financial problems, and domestic violence and sexual abuse issues.
- Made referrals to diverse support groups and worked with women in developing strategies for staying out of the criminal justice system.

**N.H. State Prison for Women, Goffstown, N.H.**

**1987-1993**

Internship through Springfield College

- Provided individual counseling and group therapy as a drug and alcohol counselor.
- Performed crisis intervention within the prison system.
- Provided transitional support for women returning to their home communities.

**EDUCATION**

Psy.D., Forensic Psychology, Eisner Institute, 2009.

Double Masters Degree, Psychology/Human Services Administration, Springfield College, 1998

Bachelor of Science Degree in Criminal Justice, Springfield College, 1994

**LICENSE AND CERTIFICATION**

Master Licensed Alcohol and Drug Counselor (MLADC), license #0398, expiration 2/2017

Clinically certified by the Department of Transportation to perform evaluations (SAP)

# MARY BETH LAVALLEY, M.A.

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## PROFESSIONAL EXPERIENCE

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**THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH**      **12/03 – present**

**Director of Strategic Planning, 12/03-9/23/05**

**Vice President, Strategic Planning and Business Development; as of 9/25/06**

- ♦ Research and analyze potential new business opportunities.
- ♦ Maintain the agency's dashboard and closely monitor the metrics.
- ♦ Develop strategic plans for new business development which include developing marketing plans and financial projections.
- ♦ Oversee education, consultation, research and behavioral health staffing contract services.
- ♦ Supervise and provide direction, leadership and technical assistance to staff members of the Strategic Planning Department.
- ♦ Attend Strategic Planning meetings of the Board of Directors, and provide monthly updates.
- ♦ Develop long-range plans for programs and services and evaluate their effectiveness.
- ♦ Served on the Advisory Board that oversaw behavioral health integration at Catholic Medical Center.
- ♦ Serve on the local Evidence-Based Practice Advisory Board.
- ♦ Served on the Executive Committee of the Manchester Sustainable Access Project (MSAP), a planning initiative of Healthy Manchester Leadership Council as well as on MSAP's Oral Health, Westside Neighborhood Health Center and Behavioral Health Integration Subcommittees. Served as Chairperson for the Oral Health Subcommittee and continue to serve as the Chairperson for the Behavioral Health Integration Committee.
- ♦ Represent the agency on internal and external planning committees.
- ♦ Oversee all aspects of the Mental Health First Aid Program including marketing in the community, scheduling instructors and maintaining all data.
- ♦ Served on the agency's Marketing/Public Relations Committee since 2003 and have been the chairperson since 2007.

Exemplary Accomplishments:

- ♦ Led the Oral Health Committee in efforts to select, purchase and implement an Electronic Dental Record for the three partnering agencies: Catholic Medical Center's Poisson Dental Clinic; Easter Seals Dental Clinic; and the Manchester Health Department's school-based oral health program. Services expanded from serving kindergarten children to children at all of the Title IX schools in Manchester and a satellite of the Poisson Dental Clinic run at Dartmouth-Hitchcock Manchester.
- ♦ Negotiated and secured behavioral health integration contracts with several area health care organizations expanding the availability of behavioral health services into community settings that do not have stigma associated with a mental health center. Some of the agencies have included Dartmouth-Hitchcock Manchester, Manchester Community Health Center/Child Health Services, and Easter Seals NH.
- ♦ Built an integrated Naturopathic Practice that increased from 4 hours a week to business requiring a Naturopathic Doctor 4 to 5 days a week. Secured a grant from the Ittleson Foundation to assist with marketing the program and documenting how to integrate naturopathic medicine in a behavioral health setting.
- ♦ Served on a state-wide committee to develop a model for community mental health centers to serve as health homes.

### PRIVATE CONSULTANT

**summer / fall 2001; summer 2003**

Assist community coalitions to develop strategic plans and research potential sources of funds. Prepare grant proposals and provide technical assistance regarding potential sources of funds and grant proposal review.

# MARY BETH LAVALLEY, M.A.

2

LORETTO, Syracuse, NY

10/01 – 08/03

## Director of Grant and Research Development

- ♦ Researched local, state and national funding sources to meet agency's program and facility needs.
- ♦ Collaborated with staff to identify resource needs and develop strategic plans.
- ♦ Prepared narrative and financial reports based on statistical information and other project information.
- ♦ Supervised the grant writer and administrative assistant.
- ♦ Prepared narrative and financial reports for funders and monitored programs/expenses for compliance.

### Exemplary Accomplishments:

- ♦ Secured over \$3.0 Million in funds to enhance training programs, renovate facilities to the needs of the frail elderly, and to establish enhanced programs for the frail elderly and their caregivers.
- ♦ Created and implemented protocol to monitor program progress and ensure grant objectives, financial spend down and reporting requirements were met.
- ♦ Established excellent reputation among state and federal agencies, securing opportunities for future funding.

SYRACUSE ONONDAGA DRUG & ALCOHOL ABUSE COMMISSION, Syracuse, NY

11/99 – 08/01

## Executive Director

- ♦ Developed programs, action plans, policies and direction for the promotion and education of substance abuse prevention and treatment in Syracuse City and Onondaga County.
- ♦ Monitored and evaluated effectiveness of projects
- ♦ Served as liaison to local coalitions and chaired committees.
- ♦ Developed and monitored budgets.
- ♦ Hired, supervised, trained and evaluated staff.

### Exemplary Accomplishments:

- ♦ Re-energized the Commission by securing members, establishing committees, developing a strategic plan, and securing federal grant funds to hire staff and expand programming.
- ♦ Secured approximately \$275,000 in funding.

SCOTTSDALE UNIFIED SCHOOL DISTRICT, Scottsdale, AZ

11/97 – 06/99

## Prevention Specialist

Grant funded position through Title IV Safe and Drug Free Schools.

- ♦ Oversaw prevention programs at 29 schools.
- ♦ Monitored and distributed the district's prevention funds, responded to compliance issues, completed reports, and developed prevention plans.
- ♦ Managed expenditure of prevention funds, made recommendations on best practices, and evaluated results.
- ♦ Assisted in coordinating community responses to prevention by working with coalitions.

### Exemplary Accomplishments:

- ♦ Developed and implemented training and structure of peer mediation and mentor programs.
- ♦ Created and established application process used by schools to obtain funds.

WILSON ELEMENTARY SCHOOL DISTRICT, Phoenix, AZ

12/96 – 10/97

## Prevention Education Coordinator

Temporary position funded through the City of Phoenix Community Impact Initiative Grant.

- ♦ Developed, implemented and evaluated prevention education programs for high at-risk population.
- ♦ Coordinated prevention/early intervention activities of internal and external staff.
- ♦ Served as member of Student Assistance Team and the Wilson Community Coalition.
- ♦ Editor of *The Wilson Ways*, a monthly school newsletter.

### Exemplary Accomplishments:

- ♦ Developed and established peer mediation and mentor programs.
- ♦ Established and maintained strong linkages with community organizations and businesses.

# MARY BETH LAVALLEY, M.A.

3

**RAPPAHANNOCK AREA COMMUNITY SERVICES BOARD**, Fredericksburg, VA

**11/88 – 10/96**

## **Director of Prevention/Public Information**

- ♦ Developed, coordinated and evaluated research-based prevention programs.
- ♦ Created and maintained budgets and program statistics. Monitored progress and ensured funding source compliance.
- ♦ Served as Executive Director of Rappahannock Area Kids on the Block, Inc., a non-profit agency that educated youth on disabilities, differences and social concerns.
- ♦ Marketed Kids on the Block program, scheduled performances, and organized fund raising and promotional events.
- ♦ Promoted agency through organizing speakers' bureau, brochures, annual reports, quarterly newsletters, and special events.

### Exemplary Accomplishments:

- ♦ Expanded prevention department from one staff person to 14 through conducting a community needs assessment, developing a long-range plan and securing funds through grant writing.
- ♦ Developed and successfully implemented 9 prevention programs dealing with substance abuse, drop out, violence, teen pregnancy, and child abuse and developmental disabilities.

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## **EDUCATION**

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**Texas Woman's University**, Denton TX  
M.A., School Health Education

**Franklin Pierce University**, Concord, NH  
B.S., Business Management

**University of Great Falls**, Great Falls, MT  
A.S., Computer Science

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## **COMMUNITY/VOLUNTEER ACTIVITIES**

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- ♦ Volunteer organizer for the Out of the Darkness Walks in Portsmouth for 11 years
- ♦ Organize an annual Pampered Chef fund raiser to benefit a local animal shelter/rescue organization
- ♦ Volunteer at church with fund raisers, teaching religious education, greeting, and hospitality and have served as a Eucharistic Minister

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## **REFERENCES**

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Jane Guilmette, Vice-President of Quality Improvement & Corporate Compliance, The Mental Health Center of Greater Manchester  
(603) 296-5940 (cell); [janeguilmette@gmail.com](mailto:janeguilmette@gmail.com)

Marc Guillemette, Director of the Office of Catholic Identity, Catholic Medical Center  
(603) 361-4980 (cell); [mguillemette@att.net](mailto:mguillemette@att.net)

Arlene Robbins, Retired Chief Financial Officer, The Mental Health Center of Greater Manchester  
(603) 706-5387 (cell); [goldfish2@netzero.net](mailto:goldfish2@netzero.net)

Paul Mertzic, Executive Director Primary Care & Community Health Services, Catholic Medical Center  
(603) 663-8709 (work); [pmertzic@cmc-nh.org](mailto:pmertzic@cmc-nh.org)

**CHRISTINE WEBER, LADC**

**Licensed Alcohol and Drug Abuse Counselor.** License #814 since 2010.

**EDUCATION:**

--AS in Addiction Counseling. New Hampshire Technical Institute, Concord, New Hampshire.

-- BA in Psychology. University of New Hampshire.

**AFFILIATIONS:**

NH Center for Excellence Clinical Supervision Collaborative

Greater Manchester Substance Abuse Collaborative

NIATx Collaborative

Adult Drug Court Planning Initiative

NH Military Alcohol & Drug Committee

**WORK EXPERIENCE:**

**Serenity Place Crisis Center, Manchester New Hampshire:**

Crisis Site Technician: 2006-2007. Detoxification

Substance Abuse Counselor: April 2007 to November 2008.

R.E.A.P (Resources for Evaluating Alcohol Problems), Manchester New Hampshire:

DWI Aftercare Facilitator: May 2011 to September 2011.

**Easter Seals Farnum Center, Manchester New Hampshire:**

Clinician and Program Coordinator: November 2008 to June 2013.

Practice Manager: June 2013 to May 2014. Implemented third-party billing relationships and expertise resulting in revenue exceeding one million dollars in the first fiscal year.

Director of Substance Abuse Services: Overseeing clinical and administrative operations of Farnum Center since May 2014.

**References available upon request**

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry Gammon	President & CEO	\$352,452	0%	\$ 0.00
Elin Treanor	CFO	\$240,000	0%	\$ 0.00
Susan Ryan	COO	\$160,000	0%	\$ 0.00
Cheryl Wilkey	Sr VP, Substance Abuse Services	\$160,000	25%	\$40,000
Mary Beth Lavalley	VP,	\$100,000	75%	\$75,000
Christine Weber	Director of Substance Abuse Services	\$77,250	43%	\$33,218





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**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #104) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$3,942,096.50.
3. Add Exhibit A-1, Scope of Services
4. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7/22/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Manchester Alcoholism Rehabilitation Center

7/22/2015  
Date

Elia Trepanier  
NAME Elia Trepanier  
TITLE CFO

Acknowledgement:

State of New Hampshire County of Hillsborough on 7/22/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Diane J. Boulay  
Name and Title of Notary or Justice of the Peace



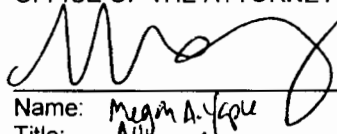


New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/3/15  
Date

  
Name: Megan A. Yegor  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;



Exhibit A-1

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.



## **Method and Conditions Precedent to Payment**

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

#### **A. Funding for Exhibit A, Amendment #3**

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$560,299.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

#### **B. Funding for Exhibit A-1, Scope of Services**

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed \$20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the

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rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days)/week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days)/week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days)/week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days)/week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days)/week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days)/week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the



program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

### III. Performance Incentives:

#### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.

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7/2/2011





- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.



- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

#### VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

#### IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

- The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,

Exhibit B Amendment #4

Contractor Initials

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Date

7/22/14/1



Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301

- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
- C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.
- D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

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7/22/2011

# CERTIFICATE OF VOTE

I, Betty Burke, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Manchester Alcoholism Rehabilitation Center  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 8, 2015:  
(Date)

**RESOLVED:** That the Chief Financial Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22<sup>nd</sup> day of July, 2015.  
(Date Contract Signed)

4. Elin Treanor is the duly elected Chief Financial Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke  
(Signature of the Elected Officer)

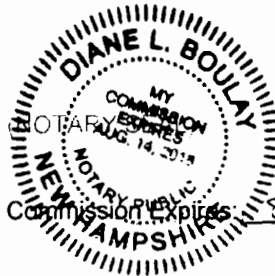
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2015.

By Betty Burke  
(Name of Elected Officer of the Agency)

Diane L Boulay  
(Notary Public/Justice of the Peace)





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State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #104) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$3,922,096.50.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.
9. Add Exhibit C-1, Revisions To General Provisions.
10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/27/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Manchester Alcoholism Rehabilitation Center

5/11/2015  
Date

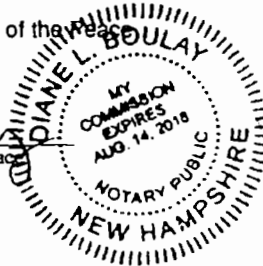
Elin Treanin  
NAME Elin Treanin  
TITLE CTO

Acknowledgement:

State of New Hampshire, County of Hillsborough on 5/11/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Diane L. Boulay  
Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/3/15  
Date

[Signature]  
Name: Megan York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:





Exhibit A Amendment #3

Scope of Services

A. Population Served

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. Required Treatment Services

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	Treatment Services
X	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b> Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b> Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</b> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</b> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</p>
	<p><b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</b> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
X	<p><b>Recovery Support Services:</b>                      Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.                      Types of Recovery Support Services are listed below:</p>
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><b>Recovery Support Services</b> as identified above provided to pregnant &amp; parenting women.</p>

**C. Required Provisions for Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as

Contractor Initials: ET

Date: 5/11/2017

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

**Access to Services:**

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral



**Exhibit A Amendment #3**

and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not



Exhibit A Amendment #3

eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.

4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

**Waiting List Management:**

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

**Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:**

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

**Interim Services for other Clients:**

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

**Services to pregnant and parenting women:**

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.





Exhibit A Amendment #3

- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

- Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
  4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
  5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
  6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dCBCS/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dCBCS/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.





## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$560,299.50 as follows:

- 49% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 21% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 30% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

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It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

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5/21/2015



**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)

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- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$15,000,000.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services  
Exhibit D Amendment #1



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

5/12/2015  
Date

Elin Meador  
Name: Elin Meador  
Title: CFO

Contractor Initials EM  
Date 5/12/2015



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/12/2015  
Date

Elin Meunier  
Name: Elin Meunier  
Title: CFO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/11/2015  
Date

Ellen Treu  
Name: Ellen Treu  
Title: CFU

Contractor Initials ET  
Date 5/11/2015





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

5/21/2015

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/11/2011  
Date

Elina Medina  
Name: Elina Medina  
Title: FO

Exhibit G

Contractor Initials ET

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5/11/2011



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/21/2015  
Date

Elin Mearns  
Name: Elin Mearns  
Title: CFO



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I Amendment #1  
Health Insurance Portability Act  
Business Associate Agreement  
Page 1 of 6

Contractor Initials

ET

Date

5/11/2015



- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

ET

Date

5/11/2011



New Hampshire Department of Health and Human Services  
Exhibit I Amendment #1



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/27/15  
Date

Manchester Alcoholism Rehabilitated Center  
Name of the Contractor

Elis Treanor  
Signature of Authorized Representative

Elis Treanor  
Name of Authorized Representative

CEO  
Title of Authorized Representative

5/21/2015  
Date

ET

5/21/2015

**CERTIFICATE OF VOTE**

I, Betty Burke, do hereby certify that:  
(Name of the elected Officer of the Agency cannot be contract signatory)

1. I am a duly elected Officer of Manchester Alcoholism Rehabilitation Center  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 8, 2015:  
(Date)

**RESOLVED:** That the Chief Financial Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21<sup>st</sup> day of May, 2015.  
(Date Contract Signed)

4. Elin Treanor is the duly elected Chief Financial Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke  
(Signature of the Elected Officer)

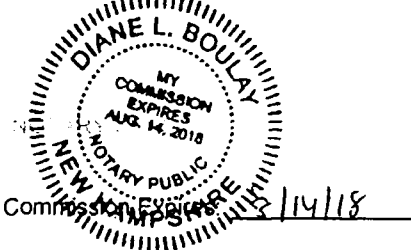
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2015.

By Betty Burke  
(Name of Elected Officer of the Agency)

Diane L Boulay  
(Notary Public Justice of the Peace)



CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry Gammon	President & CEO	\$ 352,452	0%	\$ 0
Susan Ryan	COO	\$ 160,000	0%	\$ 0
Elin Treanor	CFO	\$ 240,000	0%	\$ 0
Cheryl Wilkey	VP, Substance Abuse Services	\$ 160,000	38.72%	\$ 61,952
Christine Weber	Director of Substance Abuse Services	\$ 75,000	78.50%	\$ 58,875



State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 104) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-29900000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$3,361,797
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/14  
Date

[Signature]  
NAME  
TITLE Director

Manchester Alcoholism Rehabilitation Center

5/10/2014  
Date

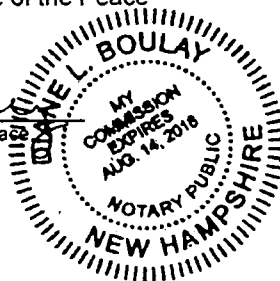
[Signature]  
NAME Elin Pellaw  
TITLE eod/efo

Acknowledgement:

State of New Hampshire, County of Hillsborough on 5/20/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace





New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

*Rosemary Wiatt*  
Name: *Rosemary Wiatt*  
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

*EW*  
Contractor Initials: \_\_\_\_\_  
Date: *5/21/14*



Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

**Service Table** - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
X	<b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</b> – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</b> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: ET  
 Date: 5/10/2019

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

	pregnant & parenting women.
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<i>Recovery Support Services</i> as identified above provided to pregnant & parenting women.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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**C. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.



Exhibit A Amendment #2

- b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

*[Handwritten Signature]*  
5/16/2024

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross-systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

***Performance Measures:***

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

***Data and Reporting Requirements:***

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

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New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

The remainder of this page is intentionally left blank.



Exhibit B Amendment #2

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$1,120,599 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table** - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #2

	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for





Exhibit B Amendment #2

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services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. **Abstinence:** The client reports reduced or no substance use in the past 30 days.
- ii. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days.
- iv. **Stability in Housing:** The client reports being in stable housing.
- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.



**Exhibit B Amendment #2**

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The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**V. Charitable Choice:**



Exhibit B Amendment #2

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Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

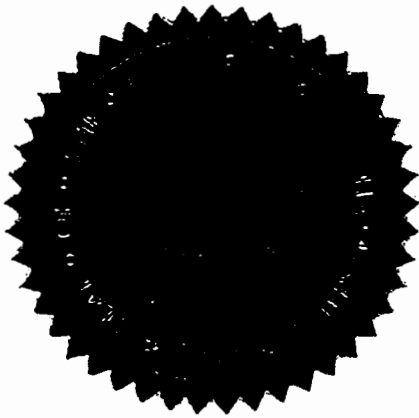
- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Manchester Alcoholism Rehabilitation Center is a New Hampshire nonprofit corporation formed February 19, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10<sup>th</sup> day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, BETTY BURKE, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of MANCHESTER ALCOHOLISM REHABILITATION CENTER  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on MAY 22, 2013 :  
(Date)

RESOLVED: That the COO / CFO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 20<sup>th</sup> day of MAY, 2014.  
(Date Contract Signed)

4. ELIN TREANDR is the duly elected COO / CFO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke

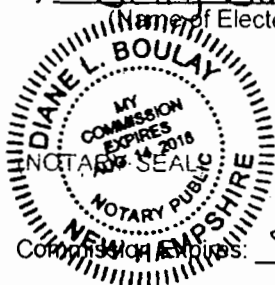
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2014.

By Betty Burke  
(Name of Elected Officer of the Agency)



Diane L Boulay  
(Notary Public/Justice of the Peace)



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 2,241,198.00
- 2) Amendment and modification of Exhibit A;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) **Change** II A **from**: "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
**Change to**: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."



**Change to:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

**Table SAMHSA National Outcome Measures**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>• 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

New Hampshire Substance Abuse Treatment and Recovery Support Services



DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
- a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) Delete in Section II; "TOTAL: \$1,120,599.00"
- 4) Add Exhibit B-1, B-2 and B-3



New Hampshire Substance Abuse Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/13  
Date

Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

Manchester Alcoholism Rehabilitation Center

5/17/2013  
Date

Elin Treason  
Name: Elin Treason  
Title: COO/CTO

Acknowledgement:

State of New Hampshire, County of Hillsborough on May 17, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Diane L. Boulay  
Name and Title of Notary or Justice of the Peace

DIANE L. BOULAY, Notary Public  
My Commission Expires September 3, 2013

New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

21 May 2013  
Date

[Signature]  
Name: Jeanne P. Herrick  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B-2

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Alcoholism Rehabilitation Center  
Budget Request for: Substance Abuse Treatment Services - COP

Budget Period: State Fiscal Year 2014

Line Item	Quantity	Unit Price	Total Price	Category	Sub-Category	Other	Total
1. Total Salary/Wages	311,180.00	\$	311,180.00	214,832.00			96,348.00
2. Employee Benefits	27,028.00	\$	27,028.00				27,028.00
3. Consultants		\$					
4. Equipment		\$					
5. Supplies	5,000.00	\$	5,000.00				5,000.00
6. Travel		\$					
7. Occupancy	70,132.00	\$	70,132.00	47,874.00			22,258.00
8. Current Expenses		\$					
9. Telephone		\$					
10. Postage		\$					
11. Subscriptions		\$					
12. Audit and Legal		\$					
13. Insurance		\$					
14. Board Expenses		\$					
15. Software		\$					
16. Printing/Communications		\$					
17. Staff Education and Training		\$					
18. Subcontract/Agreements		\$					
19. Other (specify detail mandatory)		\$					
TOTAL	413,340.00	\$	413,340.00	313,338.00			100,002.00

Indirect As A Percent of Direct 0.0%

Contractor Initials ET Page 1  
Date 5/10/14





### CERTIFICATE OF VOTE / AUTHORIZATION

I, Betty Burke, do hereby certify that:

1. I am the duly elected Assistant Secretary of Easter Seals New Hampshire, Inc.
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 28, 2012.

RESOLVED: To authorize the president, chief financial officer, vice president of finance, senior vice president of human resources and the legal counsel of the corporation, or any one of them acting alone, to execute contracts, leases and documents, which have been approved in accordance with the policies of the corporation and its fiscal authorities adopted by the board of directors and to include within that authority Easter Seals New York, Inc., Easter Seals Maine, Inc., Easter Seals Rhode Island, Inc., Easter Seals Connecticut/dba Coastal Fairfield County, Harbor School, Inc., Manchester Alcoholism Rehabilitation Center (Farnum Center), Webster Place Center, Inc., Special Transit Services, Inc. or Agency Realty, Inc.

3. I further certify that KLIN TREANOR is the COO / CFO of Easter Seals New Hampshire, Inc., and all its subsidiaries, and is still qualified and serving in such capacity.
4. The foregoing resolution has not been amended or revoked and remains in full force and effect as of MAY 17, 2013.

Betty Burke  
Assistant Secretary

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May 2013.

Diane L. Boulay  
Notary Public

DIANE L. BOULAY, Notary Public  
My Commission Expires September 3, 2013



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
 Commissioner

106 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0809

Nancy L. Rollins  
 Associate Commissioner

FAX: 603-271-6106 TDD Access: 1-800-735-2964

May 24, 2012

APPROVED BY \_\_\_\_\_

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council

DATE 6/20/12

State House

PAGE 14

Concord, New Hampshire 03301

ITEM # 104

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Manchester Alcoholism Rehabilitation Center (Vendor # 177204), 555 Auburn Street, Manchester, NH 03103, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$1,120,599.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$515,420.00
			Subtotal	\$515,420.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$251,406.00
			Subtotal	\$251,406.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$353,773.00
			Subtotal	\$353,773.00
			Total	\$1,120,599.00

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester Area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Manchester Alcoholism Rehabilitation Center was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.



His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2012  
Page 3 of 4

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$1,120,599.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

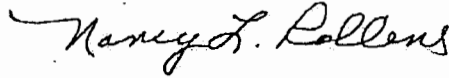
Area served: Manchester Area.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2012  
Page 4 of 4

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.15% Other (Highway) Funds.

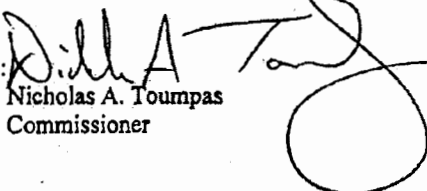
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
~~Associate Commissioner~~

SIGN HERE

Approved by:   
Nicholas A. Toumpas  
Commissioner

NLR/df

Agency	Pos No	Pos Title	FIT	Enter Seal	FOR-NH	GC HOC	GNCA	Headrest	Horizons	MHC/D	MFS	NHS	Phoenix	NCADD	SENES	TYC	Tri-CAP	NLSC/	
REVALE CHERITA	15	14.00	13.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	12.00	13.00	10.00
Legation and Company	50	49.00	48.00	47.00	47.00	41.00	42.00	42.00	46.00	48.00	43.00	48.00	45.00	42.00	48.00	38.00	41.00	41.00	27.00
Agency	23	23.00	23.00	23.00	23.00	18.00	21.00	22.00	18.00	21.00	19.00	21.00	16.00	23.00	22.00	23.00	23.00	23.00	16.00
Agency	101	2.30	2.30	2.30	2.30	0.00	7.50	8.30	9.50	9.50	6.30	9.50	7.20	6.50	7.50	7.50	7.50	8.30	5.00
Agency	100	88.00	97.00	97.00	97.00	70.00	82.00	84.00	88.00	84.00	82.00	97.00	81.00	83.00	93.00	81.00	81.00	87.00	58.00
Agency	185	800	327,207	327,207	327,207	317,858	317,858	328,500	328,500	328,500	328,500	328,500	328,500	328,500	328,500	328,500	328,500	328,500	328,500
Agency	574,206	574,206	574,206	574,206	574,206	574,206	574,206	574,206	574,206	574,206	574,206	574,206	574,206	574,206	574,206	574,206	574,206	574,206	574,206

Name	Job Title	Dept/Agency	Qualifications
1. Tom Founke	Sub Use Disorders Youth Counselor	Grantmaking/CC	Minimum 5 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2. Pamela Sullivan	Youth Counselor	SYDC	
3. Heidi Young	Program Specialist	DCYF	
4. Bernice Blaher	Prog Planner/Rev. Spec	Family Services	
5. Alan West PhD	Psychologist/VA	TAX/Co-occurring	
6. Mary Miller	Prog. Spec. IV	OCPI	
7. Kathleen Russo	Prog. Spec. IV	DPHS	
8. Kathleen Hesselton	Internal Auditor I	BDAS/FBO	
9. Linda Keller	Administrator I	BDAS-RAD	
10. Michael Lewless	Prog. Spec. IV	BDAS/CSU	
11. Bruce Blaney	Regional Coordinator	BDAS-CSU	
12. Tom Sheridan	Administrator I	BDAS-FBOU	
13. Linda Parker	Prog. Spec. IV	BDAS-CSU	
14. Rosemary Szymanski	Administrator I	BDAS-CSU	
15. Tom Hawkins	ATR Prog. Spec	BDAS/ATR	
16. James Platters	Trd Rec. Dev. Coord.	BDAS/ATR	
17. John Sweeney	Systems Dev.	BDAS/IT	
18. Michael Rodgers	Assistant Administrator	BDAS	
19. Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20. Ann Crawford	Regional Coordinator	BDAS/PSU	
21. Valerie Morgan	Administrator I	BDAS/PSU	

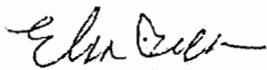
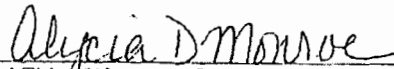
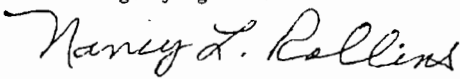
Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 105 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Manchester Alcoholism Rehabilitaton Center		1.4 Contractor Address 555 Auburn Street, Manchester, NH 03103	
1.5 Contractor Phone Number 603-622-3020	1.6 Account Number 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$1,120,599.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elin McLean, CFO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsboro</u> On <u>5/22</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] <u>Alycia D. Monroe</u> ALYCIA D. MONROE, Notary Public My Commission Expires October 22, 2013			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Alycia D. Monroe, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**SIGN**

2. **EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. **EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay ~~the Contractor for any costs incurred or Services performed.~~ Contractor must complete all Services by the Completion Date specified in block 1.7.

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. **CONTRACT PRICE/PRICE LIMITATION/PAYMENT**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

6. **COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. **PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: ET  
Date: 5/22/12

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are ~~incorporated herein by reference. The State shall not be~~ responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services  
 Exhibit A**

**I. General Provisions**

**CONTRACT PERIOD:** July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

**CONTRACTOR NAME:** Manchester Alcoholism Rehabilitaton Center

**ADDRESS:** 555 Auburn Street, Manchester, NH 03103

**EXECUTIVE DIRECTOR:** Cheryl Wilkie  
**TELEPHONE:** 603-622-3020

**II. Scope of Services**

*A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:*

Treatment Modality	# of Beds/ slots (IOP)	# of FTE's	Geographic Area(s)/ Location(s)	Number of clients to be served during the contract period	\$ Awarded
Outpatient		2.63		82	\$196,882.00
Intensive Outpatient		2.01		40	\$179,599.00
Residential - Treatment Adult	16.34			213	\$744,118.00
Group - Recovery Support Services *				167	0

\* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

**B. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.



***Required Outreach:***

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

***Limitations on Exclusionary Criteria:***

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

***Sliding Fee Scale:***

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: ET

Date: 08/22/12



assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: ~~These sessions would NOT~~ be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.

5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

**Outpatient Treatment** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Intensive Outpatient Treatment** - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Residential Treatment** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

**Transitional Living** - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program

at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

- f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- g. A full-time Executive Director, not filling any of the positions described above.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Subcontracting/Consultants:***

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.



Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbes/bdas/atr/becomingprovider.htm>.

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner

Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

**SAMHSA National Outcome Measures:**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>• 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of	Under development

	care	
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Standard Exhibits C – J  
TX Substance Use Disorder

Contractor Initials: EF  
Date: 5/22/12

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F:42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dchcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dchcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street  
Concord, New Hampshire 03301  
Or by fax: 271-4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made

to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
Substance Use Disorder Treatment Services

Exhibit B  
Purchase of Services  
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Manchester Alcoholism Rehabilitaton Center

ADDRESS: 555 Auburn Street, Manchester, NH 03103

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Cheryl Wilkie

TELEPHONE: 603-622-3020

Vendor #177204-B005

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734

Job #95848501 Appropriation #05-095-095-958410-1388-102-500734

Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 353,773.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

\$ 251,406.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

\$ 515,420.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$1,120,599.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

**1. Performance Utilization:**

**A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:**

Utilization criteria will be applied exclusively on a month-by-month basis. Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

**B. Utilization Methodology by Modality:**

- i. **Outpatient:** Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. **Intensive Outpatient:** Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. **Residential Treatment/transitional living/halfway house:** Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000 / \$120$ ) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

**2. Utilization Access and Retention Payment Criteria Requirement**

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied



exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

**B. Retention:**

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

**3. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**4. Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

Standard Exhibits C – J  
TX Substance Use Disorder

Contractor Initials: ET  
Date: 5/22/12

*Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.*

**V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

*The Contractor agrees to use the SAPT funds as the payment of last resort.*

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VI. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for ~~contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code~~ and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

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19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

#### **SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS

US DEPARTMENT OF EDUCATION – CONTRACTORS

US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

(b) *Establishing an ongoing drug-free awareness program to inform employee's about:*

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);



NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

B. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at [www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf)), in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor's Representative Title

Manchester Alcoholism Rehabilitaton Center

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

Standard Exhibits C – J  
TX Substance Use Disorder

Contractor Initials: ET

Date: 5/22/12

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. *The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**(1) PRIMARY COVERED TRANSACTIONS**


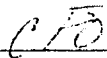
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

	
<b>Contractor Signature</b> Manchester Alcoholism Rehabilitation Center	<b>Contractor's Representative Title</b> Date: 5/22/12
<b>Contractor Name</b>	<b>Date</b>


NH Department of Health and Human Services


Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
Contractor Signature

  
Contractor's Representative Title

Manchester Alcoholism Rehabilitaton Center  
Contractor Name

5/22/12  
Date

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NH Department of Health and Human Services


STANDARD EXHIBIT H


CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

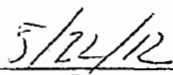
The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

  
\_\_\_\_\_  
Contractor Signature

  
\_\_\_\_\_  
Contractor's Representative Title

\_\_\_\_\_  
Manchester Alcoholism Rehabilitaton Center

  
\_\_\_\_\_  
Date

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.



- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA; the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Manchester Alcoholism Rehabilitaton Center
_____ The State Agency Name	_____ Name of Contractor
<i>Nancy L. Rollins</i>	<i>Elin Treanor</i>
_____ Signature of Authorized Representative	_____ Signature of Authorized Representative
Nancy L. Rollins	<i>Elin Treanor</i>
_____ Name of Authorized Representative	_____ Name of Authorized Representative
Associate Commissioner	<i>CFD</i>
_____ Title of Authorized Representative	_____ Title of Authorized Representative
<i>5/31/12</i>	<i>5/24/12</i>
_____ Date	_____ Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

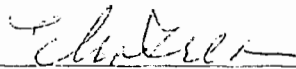
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
\_\_\_\_\_  
(Contractor Representative Signature)

CFO  
(Authorized Contractor Representative Name & Title)

Manchester Alcoholism Rehabilitaton Center  
(Contractor Name)

5/22/12  
(Date)

NH Department of Health and Human Services

STANDARD-EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 948500285

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

YES

*A. If the answer to #2 above is NO, stop here*

**If the answer to #2 above is YES, please answer the following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

*B. If the answer to #3 above is YES, stop here*

**If the answer to #3 above is NO, please answer the following:**

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

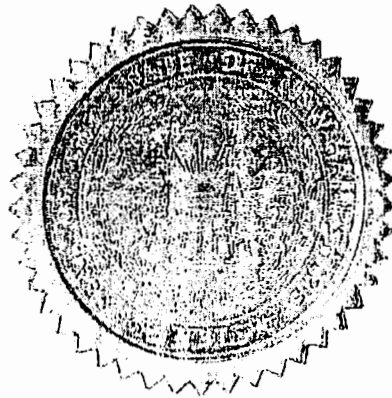
NH DHHS, DCBCS, BDAS  
TX Substance Use Disorder Treatment  
Exhibit A

Contractor Initials: [Signature]  
Date: 7/22/12

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Manchester Alcoholism Rehabilitation Center is a New Hampshire nonprofit corporation formed February 19, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24<sup>th</sup> day of May A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, BETTY BURKE, of MANCHESTER ALCOHOLISM REHABILITATION do hereby  
certify that: CTR.

1. I am the duly elected ASSISTANT SECRETARY of  
MANCHESTER ALCOHOLISM REHABILITATION CTR.;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of  
Directors of the corporation, duly held on MARCH 28, 2012;

RESOLVED: That this corporation enters into a contract with the State of New  
Hampshire, acting through its Department of Health and Human Services, Division of  
Community Based Care Services.

RESOLVED: That the CHIEF FINANCIAL OFFICER is hereby authorized on  
behalf of this corporation to enter into said contract with the State and to execute any and  
all documents, agreements, and other instruments; and any amendments, revisions, or  
modifications thereto, as he/she may deem necessary, desirable, or appropriate.

FLIN TREANOR is the duly elected  
CHIEF FINANCIAL OFFICER of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and  
effect as of MAY 22, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the ASSISTANT SECRETARY of the  
corporation this 22<sup>nd</sup> day of MAY, 2012.

Betty Burke

STATE OF New Hampshire  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of  
May, 2012 by Betty Burke

Diane L. Boulay  
Notary Public/Justice of the Peace  
My Commission Expires:

DIANE L. BOULAY, Notary Public  
My Commission Expires September 3, 2013





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**State of New Hampshire  
Department of Health and Human Services  
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #109) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), and (Amendment #4 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$121,678.
4. Amend Exhibit B Amendment #4 by striking:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$13,557.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

And inserting in its place:

- A. Funding for Exhibit A, Amendment #3  
 For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$20,336 as follows:
- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
  - 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
  - 32% General funds.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

11/18/15  
Date

State of New Hampshire  
Department of Health and Human Services  
Marilee Nihan  
NAME Marilee Nihan  
TITLE Deputy Commissioner

11/16/15  
Date

The Mental Health Center of Greater Manchester, Inc.  
William Rider  
NAME William Rider  
TITLE President/Chief Executive Officer

Acknowledgement:  
State of New Hampshire, County of Hillsborough on 11/16/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Joanne C. Duclos  
Name and Title of Notary or Justice of the Peace

JOANNE C. DUCLOS, Notary Public  
My Commission Expires September 18, 2018

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

Anne M. Edwards  
Name: Anne M. Edwards  
Title: Associate Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire nonprofit corporation formed October 17, 1960. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8<sup>th</sup> day of April, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Leo Simard, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on March 26, 2015 :  
(Date)

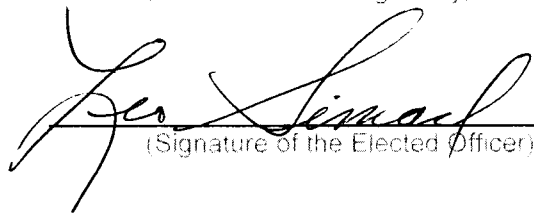
**RESOLVED:** That the President/Chief Executive Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 16<sup>th</sup> day of November, 2015.  
(Date Contract Signed)

4. William Rider is the duly elected President/Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2015.

By Leo Simard  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

NOTARY PUBLIC

Commission Expires: 9/18/18

JOANNE C. DUCLOS, Notary Public  
Commission Expires September 18, 2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CGI Business Insurance PO Box 1260  North Hampton NH 03862		<b>CONTACT NAME:</b> Mark Harvie, <b>PHONE (A/C No. Ext):</b> (603) 232-9306 <b>FAX (A/C No):</b> <b>E-MAIL ADDRESS:</b> mharvie@cgbenefitsgroup.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Philadelphia Insurance Company	
		<b>INSURER B:</b> AIM Mutual Insurance Company	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 15/16 First Revision REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			PHPK1310483	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	<input checked="" type="checkbox"/> Professional Liability						PERSONAL & ADV INJURY \$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER									GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									PRODUCTS - COMP/OP AGG \$ 3,000,000
										\$
A	AUTOMOBILE LIABILITY			PHPK1310483	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
							\$			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		PHUB493663	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 10,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000			
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ECC60040000298-2015A	9/12/2015	9/12/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000			
							E.L. DISEASE - POLICY LIMIT \$ 500,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
\*\*Supplemental Names\*\* Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.  
This Certificate is issue for insured operations usual to Mental Health Services.

**CERTIFICATE HOLDER** **CANCELLATION**

The Mental Health Center of Greater Manch 401 Cypress Street Manchester, NH 03103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Edward Young/MRH
---	---

**The Mental Health Center**  
**OF GREATER MANCHESTER**

**MISSION**

To empower individuals to achieve recovery and promote personal and community wellness through an accessible, comprehensive, integrated and evidence-based system of mental health care.

**VISION**

To promote prevention recovery and wellness, and strive to be a center of excellence and sought after partner in developing and delivering state-of-the-art mental health treatment integrated within our community.

**GUIDING VALUES AND PRINCIPLES**

We treat everyone with respect, compassion and dignity.

We offer hope and recovery through individualized, quality mental health services.

We provide evidence-based, culturally responsive and consumer/family focused care.

We support skilled staff members who work together and strive for excellence.

We pursue partnerships that promote wellness and create a healthy community.

Revised and Approved by the Board of Directors on June 23, 2015

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.

COMBINING FINANCIAL STATEMENTS

June 30, 2015



The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
TABLE OF CONTENTS  
June 30, 2015

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	
FINANCIAL STATEMENTS	
Combining Statements of Financial Position	1
Combining Statements of Activities and Changes in Net Assets	2
Combining Statements of Cash Flows	3
Notes to Combining Financial Statements	4
SUPPLEMENTARY INFORMATION	
Analysis of Accounts Receivable	17
Analysis of BBH Revenues, Receipts and Receivables	18
Statement of Functional Public Support and Revenues	19
Statement of Functional Expenses	20



**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
of The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.

We have audited the accompanying combining financial statements of The Mental Health Center of Greater Manchester, Inc. and its affiliate Manchester Mental Health Foundation, Inc. (nonprofit organizations) which comprise the statement of financial position as of June 30, 2015, and the related combining statements of activities and cash flows for the year then ended, and the related notes to the combining financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors  
of The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
Page 2

Opinion

In our opinion, the combining financial statements referred to above present fairly, in all material respects, the individual and combining financial positions of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. as of June 30, 2015, and the activities and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the combining financial statements as a whole. The supplementary information on pages 17 through 21 is presented for the purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with audit standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Kittell Branagan & Sargent*

St. Albans, Vermont  
October 14, 2015

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF FINANCIAL POSITION  
June 30, 2015

	<u>ASSETS</u>			
	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
<b>CURRENT ASSETS</b>				
Cash	\$ 6,562,483	\$ 14,216	\$ -	\$ 6,576,699
Accounts Receivable, net	2,454,384	-	-	2,454,384
Other Accounts Receivable	175,146	500,600	(500,600)	175,146
Grant Receivable	885	-	-	885
Investments	-	2,533,483	-	2,533,483
Prepaid Expenses	<u>186,659</u>	<u>-</u>	<u>-</u>	<u>186,659</u>
<b>TOTAL CURRENT ASSETS</b>	<u>9,379,557</u>	<u>3,048,299</u>	<u>(500,600)</u>	<u>11,927,256</u>
<b>PROPERTY, PLANT AND EQUIPMENT,</b>				
Net of accumulated depreciation	<u>3,225,205</u>	<u>-</u>	<u>-</u>	<u>3,225,205</u>
<b>TOTAL ASSETS</b>	<u>\$ 12,604,762</u>	<u>\$ 3,048,299</u>	<u>\$ (500,600)</u>	<u>\$ 15,152,461</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>				
<b>CURRENT LIABILITIES</b>				
Accounts Payable	\$ 181,372	\$ -	\$ -	\$ 181,372
Due To Affiliate	500,600	-	(500,600)	-
Accrued Payroll & Vacation, other accruals	1,851,185	4,002	-	1,855,187
Deferred Revenue	50,353	-	-	50,353
Amounts held for Patients and Other Deposits	<u>21,148</u>	<u>-</u>	<u>-</u>	<u>21,148</u>
<b>TOTAL CURRENT LIABILITIES</b>	<u>2,604,658</u>	<u>4,002</u>	<u>(500,600)</u>	<u>2,108,060</u>
EXTENDED ILLNESS LEAVE, Long term	<u>506,285</u>	<u>-</u>	<u>-</u>	<u>506,285</u>
POST-RETIREMENT BENEFIT OBLIGATION	<u>53,469</u>	<u>-</u>	<u>-</u>	<u>53,469</u>
<b>NET ASSETS</b>				
Unrestricted	9,440,350	2,745,793	-	12,186,143
Temporarily restricted	-	66,429	-	66,429
Permanently restricted	<u>-</u>	<u>232,075</u>	<u>-</u>	<u>232,075</u>
<b>TOTAL NET ASSETS</b>	<u>9,440,350</u>	<u>3,044,297</u>	<u>-</u>	<u>12,484,647</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 12,604,762</u>	<u>\$ 3,048,299</u>	<u>\$ (500,600)</u>	<u>\$ 15,152,461</u>

See Accompanying Notes to Financial Statements

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
For the Year Ended June 30, 2015

	MHCGM	Foundation		Eliminating Entries	Combined Total	
	Unrestricted	Unrestricted	Temporarily Restricted			Permanently Restricted
REVENUE AND OTHER SUPPORT						
Program Service Fees	\$ 21,950,887	\$ -	\$ -	\$ -	\$ 21,950,887	
Fees and Grants from Governmental Agencies	1,682,613	-	-	-	1,682,613	
Rental Income	142,493	-	-	-	142,493	
Other Income	1,401,994	-	-	(80,000)	1,321,994	
<b>TOTAL REVENUE AND OTHER SUPPORT</b>	<b>25,177,987</b>	<b>-</b>	<b>-</b>	<b>(80,000)</b>	<b>25,097,987</b>	
OPERATING EXPENSES						
Program Services:						
Children & Adolescents	3,909,688	-	-	-	3,909,688	
Elderly	311,551	-	-	-	311,551	
Emergency Services	1,629,772	-	-	-	1,629,772	
Vocational Services	423,847	-	-	-	423,847	
Non-Eligibles	1,377,346	-	-	-	1,377,346	
Mutli-Service Team	9,356,661	-	-	-	9,356,661	
Crisis Unit	2,240,696	-	-	-	2,240,696	
Community Residences & Support Living	1,208,886	-	-	-	1,208,886	
Other	1,615,957	-	-	-	1,615,957	
Total Program Services	22,074,404	-	-	-	22,074,404	
Supporting Services						
Management and General	2,491,566	-	-	(600,000)	1,891,566	
<b>TOTAL OPERATING EXPENSES</b>	<b>24,565,970</b>	<b>-</b>	<b>-</b>	<b>(600,000)</b>	<b>23,965,970</b>	
<b>INCOME FROM OPERATIONS</b>	<b>612,017</b>	<b>-</b>	<b>-</b>	<b>520,000</b>	<b>1,132,017</b>	
NON-OPERATING REVENUE/(EXPENSES)						
Contributions	278,147	600,000	66,429	1,406	(600,000)	345,982
Interest/Dividend Income	3,227	100,894	-	-	-	104,121
Investment Loss	-	(73,616)	-	-	-	(73,616)
Dues	-	(4,800)	-	-	-	(4,800)
Donations/Contributions	-	(80,000)	-	-	80,000	-
Miscellaneous Expenses	-	(3,500)	-	-	-	(3,500)
<b>NON-OPERATING REVENUE/ (EXPENSES), NET</b>	<b>281,374</b>	<b>538,978</b>	<b>66,429</b>	<b>1,406</b>	<b>(520,000)</b>	<b>368,187</b>
<b>INCREASE IN NET ASSETS</b>	<b>893,391</b>	<b>538,978</b>	<b>66,429</b>	<b>1,406</b>	<b>-</b>	<b>1,500,204</b>
<b>NET ASSETS AT BEGINNING OF YEAR</b>	<b>8,546,959</b>	<b>2,206,815</b>	<b>-</b>	<b>230,669</b>	<b>-</b>	<b>10,984,443</b>
<b>NET ASSETS AT END OF YEAR</b>	<b>\$ 9,440,350</b>	<b>\$ 2,745,793</b>	<b>\$ 66,429</b>	<b>\$ 232,075</b>	<b>\$ -</b>	<b>\$ 12,484,647</b>

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF CASH FLOWS  
For the Year Ended June 30, 2015

	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Change in net assets	\$ 893,391	\$ 606,813	\$ -	\$ 1,500,204
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation	266,336	-	-	266,336
Unrealized loss on investments	-	250,621	-	250,621
Realized gain on investments	-	(192,862)	-	(192,862)
Decrease (Increase) in Operating Assets:				
Accounts Receivable	1,036,940	-	-	1,036,940
Prepaid Expenses, grants and contracts receivable, and other current assets	(52,471)	-	-	(52,471)
Increase (Decrease) in Operating Liabilities:				
Accounts Payable	(11,331)	-	-	(11,331)
Due to Affiliate	536,400	(436,351)	(100,049)	-
Accrued Expenses and Other Current Liabilities	(17,906)	-	-	(17,906)
Deferred Revenue	(17,095)	-	-	(17,095)
Amounts held for Patients and Other Deposits	1,372	-	-	1,372
Post Retirement Benefit Obligation	(11,337)	-	-	(11,337)
Extended Illness Leave	(42,917)	-	-	(42,917)
 NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	 <u>2,581,382</u>	 <u>228,221</u>	 <u>(100,049)</u>	 <u>2,709,554</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Purchase of property, plant, and equipment, net	(341,410)	-	-	(341,410)
Proceeds from sale of investments	-	2,246,689	-	2,246,689
Purchase of investments	-	(2,468,480)	-	(2,468,480)
 NET CASH (USED) BY INVESTING ACTIVITIES	 <u>(341,410)</u>	 <u>(221,791)</u>	 <u>-</u>	 <u>(563,201)</u>
 NET INCREASE (DECREASE) IN CASH	 2,239,972	 6,430	 (100,049)	 2,146,353
 CASH AT BEGINNING OF YEAR	 <u>4,322,511</u>	 <u>7,786</u>	 <u>100,049</u>	 <u>4,430,346</u>
 CASH AT END OF YEAR	 <u>\$ 6,562,483</u>	 <u>\$ 14,216</u>	 <u>\$ -</u>	 <u>\$ 6,576,699</u>

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Mental Health Center of Greater Manchester, Inc. (the "Center") a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the "Foundation") became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center.

Basis of Presentation

The combining financial statements include the accounts of The Mental Health Center of Greater Manchester, Inc. and its affiliate, Manchester Mental Health Foundation, Inc. All inter-company transactions and accounts have been eliminated in combination.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2012, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

State Grants

The Center receives a number of grants from, and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Depreciation

The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Accounts Receivable

Accounts receivable are recorded based on amounts billed for services provided, net of respective contractual adjustments and bad debt allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for contractual adjustments and bad debts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for contractual adjustments and doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for contractual adjustments and doubtful accounts and a corresponding provision for contractual adjustments and bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated contractual allowances and uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During 2015, the Center increased its estimate in the allowance for doubtful accounts from 58% to 71% of total accounts receivable to \$6,050,921 as of June 30, 2015 from \$4,918,837 as of June 30, 2014. This was a result of self-pay patient accounts receivable increasing as a percentage of accounts receivable to 53% of total accounts receivable as of June 30, 2015 from 45% of total accounts receivable as of June 30, 2014.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2015 totaled \$21,950,887, of which \$21,292,274 was revenue from third-party payors and \$658,613 was revenue from self-pay clients.



The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Temporarily restricted net assets are those whose use by the Center or Foundation has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as either net assets released from restrictions (for non-capital related items) or as net assets released from restrictions used for capital purchases (capital related items).

Permanently restricted net assets are restricted by donors and to be maintained in perpetuity. Income earned on permanently restricted net assets, to the extent not restricted by the donor, including net realized appreciation on investments, would be included in the statement of activities as unrestricted resources or as a change in temporarily restricted net assets in accordance with donor-intended purposes.

Included in the Foundation's unrestricted net assets is \$600,000 of board designated net assets, which was result of a board approved donation from the Center to the foundation during the year ended June 30, 2015 of \$600,000.

Employee Benefit Program

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employees' contributions are matched by the Center up to 5 percent of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$409,390 for the year ended June 30, 2015.

Postretirement Medical Benefits

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2008, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. See Note 8 for further discussion of the Plan.

For retirements prior to January 1, 1997, benefits are based upon quoted premium rates. For retirements on or after January 1, 1997 up to June 30, 2007, the benefits are based on monthly premiums frozen at their December 31, 1996 level. The plan is funded as premiums are paid.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its financial statements.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

Approximately 79% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2015. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonable possible that recorded estimates could change materially in the near term.

NOTE 3 PROPERTY AND EQUIPMENT

Property, plant and equipment is stated at cost. Expenditures for maintenance and repairs are charged to expense as incurred and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the assets being depreciated.

Property and equipment consisted of the following at June 30, 2015:

Land	\$ 1,415,708
Buildings and improvements	4,581,240
Furniture and equipment	<u>1,576,978</u>
	7,573,926
Accumulated depreciation	<u>(4,348,721)</u>
	<u>\$ 3,225,205</u>

Depreciation expense for the year ended June 30, 2015 was \$266,336.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 4      ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$ 4,534,780
Managed medicaid	1,134,488
Medicaid receivable	1,305,578
Medicare receivable	516,628
Other insurance	<u>1,013,831</u>
	8,505,305
Allowance	<u>(6,050,921)</u>
	 <u>\$ 2,454,384</u>

ACCOUNTS RECEIVABLE – OTHER

Amoskeag Residences	\$ 6,422
Boston University COG	48,083
Catholic Medical Center	7,642
Community Connection	12,156
Dartmouth	9,951
Easter Seals	9,238
Farnum Center	15,458
HCHC	12,006
Manchester Community Health	21,215
Miscellaneous accounts receivable	44,539
North Shore LIJ	22,116
United Way	<u>8,750</u>
	 <u>\$ 175,146</u>

GRANTS RECEIVABLE

State of New Hampshire – DHHS Division for Children, Youth and Families	 <u>\$ 885</u>
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NOTE 5      DEFERRED REVENUE

CIP Grant	\$ 23,558
Central NY Services	11,140
Greater Manchester Charitable Trust	7,273
HCHC Gym Memberships	3,141
Miscellaneous deferred revenue	1,574
State of NH DIG Grant	<u>3,667</u>
	 <u>\$ 50,353</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 6      LINE OF CREDIT

As of June 30, 2015, the organization had available a line of credit with a bank due on demand with an upper limit of \$2,500,000. The line was not utilized as of June 30, 2015. These funds are available with interest charged at Prime Rate.

NOTE 7      LEASES

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under non-cancelable operating leases with terms of one year or more are as follows:

2016		\$	427,666
2017			54,228
2018			20,198

Rental expense was \$357,616 for the year ended June 30, 2015.

NOTE 8      EXTENDED ILLNESS LEAVE (EIL)

The following table sets forth the Center's funded status of EIL as of June 30, 2015:

Net Post-Retirement Health Cost:

Service cost		\$	32,096
Interest cost			<u>20,225</u>

Net post retirement health cost		\$	<u>52,321</u>
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Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year		\$	549,202
Service cost			32,096
Interest cost			20,225
Actuarial loss			(8,060)
Benefits paid			<u>(87,178)</u>

Benefit obligation at end of year		\$	<u>506,285</u>
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Balance Sheet Liability:

Accumulated postretirement benefit obligation		\$	506,285
Fair value of plan assets			<u>-</u>

Unfunded accumulated postretirement benefit obligation		\$	<u>506,285</u>
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The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Reconciliation of Accrued Costs:

Accrued benefit obligation at beginning of year	\$ 594,082
Net post retirement health cost for the year	52,321
Contributions made during the year (benefits paid)	<u>(87,178)</u>
Accrued post retirement health cost at end of year	<u>\$ 559,225</u>

Estimated Future Benefit Payments:

2015 – 2016	\$ 34,900
2016 – 2017	20,600
2017 – 2018	51,900
2018 – 2019	43,000
2019 – 2020	107,200
2020 – 2025	<u>251,100</u>

Expected contribution for next fiscal year \$ 34,900

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (549,202)
Net actuarial gain arising during the year	8,060
Increase from current year service and interest cost	(52,321)
Contributions made during the year	<u>87,178</u>
Balance sheet liability at end of year	<u>\$ (506,285)</u>

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (44,881)
Net actuarial (gain) or loss arising during the year	(8,060)
Reclassification from amortization of net actuarial loss recognized during the year	<u>-</u>
Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (52,941)</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Unrestricted Net Assets Not Yet Classified As Net  
Postretirement Benefit Cost:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(52,941)</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (52,941)</u>
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The weighted-average discount rate used in determining the accumulated benefit obligation was 4.25% at June 30, 2015.

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN

During 2007, the Center offered a buyout to employees who would have been eligible to participate in the post-retirement health plan upon their retirement. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The weighted-average annual assumed rate of increase in per capita cost of covered benefits (i.e., health care cost trend rate) was 4.00% for the year ending June 30, 2015; and 4.00% per year for retirements that occurs on or after January 1, 1997, until those retirees' monthly premium cap of \$188 is reached.

Net Post-Retirement Health Cost:

Interest cost	\$ 2,325
Net amortization of (gain)	<u>(16,110)</u>

Net post retirement health cost/(income)	<u>\$ (13,785)</u>
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Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year	\$ 64,806
Interest cost	2,325
Actuarial loss	(287)
Benefits paid	<u>(13,375)</u>

Benefit obligation at end of year	<u>\$ 53,469</u>
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FASB Balance Sheet Liability:

Accumulated postretirement benefit obligation	\$ 53,469
Fair value of plan assets	<u>-</u>

Unfunded accumulated postretirement benefit obligation	<u>\$ 53,469</u>
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The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Reconciliation of Accrued Costs:

Accrued benefit obligation at beginning of year	\$ 232,383
Net post retirement health cost/(income) for the year	(13,785)
Contributions made during the year (benefits paid)	<u>(13,375)</u>
 Accrued post retirement health cost at end of year	 <u>\$ 205,223</u>

Gains and losses in excess of 10% of the greater of the benefit obligation and the fair value of assets are amortized over the average remaining service period of active participants.

Assumptions

Weighted-average assumptions used to determine Benefit Obligations at June 30, 2015:

Discount rate 4.25%

Assumed health care cost trend rates have a significant effect on the amounts reported for health care plans. A 1% change in assumed health care cost trend rates would have the following effects:

	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on total of service and interest cost components of net periodic postretirement health care benefit cost	<u>\$ 2,370</u>	<u>\$ 2,281</u>
Effect on the health care component of the accumulated postretirement benefit obligation	<u>\$ 54,624</u>	<u>\$ 52,343</u>

Weighted-average assumptions used to determine Net Periodic Benefit Cost at June 30, 2015:

Discount rate 4.25%

Cash Flows

Estimated Future Benefit Payments:

2015 – 2016	\$ 14,300
2016 – 2017	14,900
2017 – 2018	15,500
2018 – 2019	16,200
2019 – 2020	2,300
2020 – 2025	<u>11,300</u>

Expected contribution for next fiscal year: \$ 14,300

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (64,806)
Net actuarial gain or (loss) arising during the year	287
Increase from current year service and interest cost	(2,325)
Contributions made during the year	<u>13,375</u>

Balance sheet liability at end of year \$ (53,469)

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (167,578)
Net actuarial (gain) arising during the year	(287)
Reclassification from amortization of net actuarial loss recognized during the year	<u>16,110</u>

Unrestricted net assets not yet classified as NPBC  
at end of year \$ (151,755)

Reconciliation of Accrued Costs:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(151,755)</u>

Unrestricted net assets not yet classified as NPBC  
at end of year \$ (151,755)

Unrestricted Net Assets Expected to be Reclassified as Net  
Postretirement Benefit Cost in Next Fiscal Year:

Recognition of amortization of net Actuarial Loss in next fiscal year's expense	<u>\$ 16,110</u>
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NOTE 10 COMMITMENTS AND CONTINGENCIES

The Center held deposits with TD Bank North totaling \$6,649,316 as of June 30, 2015. Of this amount \$305,091 is in excess of FDIC coverage of \$250,000 and collateralized Federal repurchase agreements totaling \$6,094,224 as of June 30, 2015.

The Foundation held investments with LPL Financial totaling \$2,533,483 as of June 30, 2015. Of this amount \$2,033,483 is in excess of SIPC coverage of \$500,000 and is uninsured.



The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 11 RELATED PARTY TRANSACTIONS

Amoskeag Residences, Inc. was formed by the Mental Health Center of Greater Manchester, Inc. The board of directors for Amoskeag Residences, Inc. is comprised of members of management from the Center. Included in accounts receivable as of June 30, 2015 is \$6,422 due to the Center from Amoskeag Residences, Inc. The Mental Health Center of Greater Manchester, Inc. is reimbursed for services it provides to Amoskeag Residences, Inc., such as bookkeeping services, insurance coverage, and repairs and maintenance services. The amounts for the years ended June 30, 2015 are as follows:

Billed	<u>\$ 65,258</u>
Reimbursed	<u>\$ 66,487</u>

NOTE 12 INVESTMENTS

Investments are presented in the combining financial statements at market value as follows:

	<u>Cost</u>	<u>Market</u>
Cash and Cash Equivalents	\$ 32,525	\$ 32,525
Marketable Equity Securities	<u>2,458,924</u>	<u>2,500,958</u>
 TOTAL	 <u>\$ 2,491,449</u>	 <u>\$ 2,533,483</u>

Investment return consisted of the following:

Advisory Fees	\$ (15,857)
Net realized gain	192,862
Change in Fair Market Value - Net unrealized loss	<u>(250,621)</u>
 TOTAL INVESTMENT LOSS	 <u>\$ (73,616)</u>

NOTE 13 FAIR VALUE MEASUREMENTS

The Foundation's investments are reported at fair value in the accompanying statement of net assets available for benefits. The methods used to measure fair value may produce an amount that may not be indicative of net realizable or reflective of future fair values. Furthermore, although the Foundation believes its valuations methods are appropriate and consistent with other market participant, the use of different methodologies or assumptions to measure the fair value of certain financial instruments could result in a different fair value at the reporting date.

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quotes prices in active markets for identical assets and have the highest priority, and Level 3 inputs are unobservable and have the lowest priority.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 13 FAIR VALUE MEASUREMENTS (continued)

The Foundation uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the Foundation measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 2 input valuation methods are described in detail below and Level 3 inputs were only used when Level 1 or Level 2 inputs were not available.

Level 1 Fair Value Measurements

The fair value of mutual funds, equities and options are valued at the daily closing price as reported by the fund. Mutual funds, equities and options held by the Foundation are open-end and are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The investments held by the Foundation are deemed to be actively traded.

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2015. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

<u>Description</u>	<u>06/30/15</u>	<u>Quoted Price In Active Markets For Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
Cash and Cash Equivalents	\$ 32,525	\$ 32,525	\$ -	\$ -
Mutual Funds:				
Nontraditional Bond	220,508	220,508	-	-
Diversified Emerging Mkts	72,476	72,476	-	-
Conservative Allocation	138,374	138,374	-	-
Intermediate - Term Bond	249,872	249,872	-	-
Foreign Large Blend	238,087	238,087	-	-
Large Growth	168,317	168,317	-	-
Multisector Bonds	225,919	225,919	-	-
Large Value	74,531	74,531	-	-
Large Blend	643,460	643,460	-	-
Mid-Cap Value	94,256	94,256	-	-
Health	237,045	237,045	-	-
Intermediate Government	138,113	138,113	-	-
Total	<u>\$ 2,533,483</u>	<u>\$ 2,533,483</u>	<u>\$ -</u>	<u>\$ -</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2015

NOTE 14 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2015 is as follows:

Due from clients	53 %
Managed medicaid	13
Medicaid	16
Medicare	6
Other insurance	<u>12</u>
	<u>100 %</u>

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center and Foundation has evaluated subsequent events through October 14, 2015, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2015, have been incorporated into these basic financial statements herein.

SUPPLEMENTARY INFORMATION

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
ANALYSIS OF ACCOUNTS RECEIVABLE  
For the Year Ended June 30, 2015

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 3,768,469	\$ 6,150,670	\$ (4,924,209)	\$ 460,150	\$ 4,534,780
MANAGED MEDICAID	1,715,878	17,717,052	(3,941,232)	14,357,210	1,134,488
MEDICAID	1,401,476	8,872,654	(4,183,941)	4,784,611	1,305,578
MEDICARE	490,783	3,385,847	(2,292,830)	1,067,172	516,628
OTHER INSURANCE	1,033,555	2,892,131	(593,171)	2,318,684	1,013,831
ALLOWANCE	<u>(4,918,837)</u>	<u>-</u>	<u>(1,132,084)</u>	<u>-</u>	<u>(6,050,921)</u>
TOTAL	<u>\$ 3,491,324</u>	<u>\$ 39,018,354</u>	<u>\$(17,067,467)</u>	<u>\$ 22,987,827</u>	<u>\$ 2,454,384</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES  
For the Year Ended June 30, 2015

	(Deferral) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	(Deferral) From BBH End of Year
CONTRACT YEAR, June 30, 2015	\$ (9,959)	\$ 1,684,375	\$ (1,692,657)	\$ (18,241)

Analysis of Receipts: Date of Receipt/Deposit	Amount
07/01/14	\$ 1,770
08/04/14	7,397
08/26/14	417,249
09/03/14	14,942
09/19/14	101,583
10/08/14	14,842
10/15/14	885
11/06/14	116,751
11/19/14	102,697
12/18/14	37,098
12/26/14	101,583
01/23/15	101,583
01/28/15	885
02/10/15	1,015
02/12/15	14,115
02/25/15	102,474
02/17/15	13,386
03/10/15	154,483
04/02/15	116,571
04/23/15	885
05/08/15	119,422
06/01/15	112,315
06/09/15	6,700
06/22/15	15,816
06/30/15	16,210
	\$ 1,692,657

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES  
For the Year Ended June 30, 2015

	<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Child/ Adol.</u>	<u>Elderly Services</u>	<u>Emergency Services</u>
<b>PROGRAM SERVICE FEES</b>						
Net Client Fees	\$ 575,098	\$ -	\$ 575,098	\$ (27,721)	\$ 42,700	\$ 177,156
HMO's	1,083,073	-	1,083,073	204,429	10,821	118,862
Blue Cross/Blue Shield	1,420,772	-	1,420,772	224,533	21,983	202,244
Medicaid	17,257,718	-	17,257,718	5,225,665	269,937	283,437
Medicare	1,225,890	-	1,225,890	147	181,640	33,855
Other Insurance	304,821	-	304,821	96,597	3,608	63,134
Other Program Fees	83,515	-	83,515	4,810	(547)	1,735
Sub-total	<u>21,950,887</u>	<u>-</u>	<u>21,950,887</u>	<u>5,728,460</u>	<u>530,142</u>	<u>880,423</u>
<b>PUBLIC SUPPORT</b>						
United Way	32,900	-	32,900	-	-	-
<b>LOCAL/COUNTY GOVERNMENT</b>						
Donations/Contributions	278,147	-	278,147	-	-	-
Div. Alc/Drug Abuse Prev	2,938	-	2,938	2,938	-	-
Div. for Children, Youth & Families	3,540	-	3,540	3,540	-	-
<b>FEDERAL FUNDING</b>						
PATH	40,121	-	40,121	-	-	40,121
CARE NH Contracts	300	-	300	-	-	-
OTHER FEDERAL GRANTS	-	-	-	-	-	-
RENTAL INCOME	142,493	-	142,493	-	-	-
INTEREST INCOME	3,227	-	3,227	-	-	-
<b>BBH</b>						
Bureau of Behaviorial Health	1,635,714	-	1,635,714	-	-	440,883
Other BBH	5,000	-	5,000	-	-	-
OTHER REVENUES	<u>1,364,094</u>	<u>-</u>	<u>1,364,094</u>	<u>25,595</u>	<u>326</u>	<u>340,290</u>
Sub-total	<u>3,508,474</u>	<u>-</u>	<u>3,508,474</u>	<u>32,073</u>	<u>326</u>	<u>821,294</u>
<b>TOTAL PROGRAM REVENUES</b>	<u>\$ 25,459,361</u>	<u>\$ -</u>	<u>\$ 25,459,361</u>	<u>\$ 5,760,533</u>	<u>\$ 530,468</u>	<u>\$ 1,701,717</u>

<u>Vocational Services</u>	<u>Non - Eligibles</u>	<u>Multi. Service Team</u>	<u>Respite</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-BBH</u>
\$ 15,318	\$ 91,324	\$ (74,256)	\$ 3,017	\$ 187,873	\$ 20,532	\$ 16,125	\$ -	\$ 123,030
-	274,740	231,629	-	242,578	-	-	-	14
-	370,007	370,861	-	231,144	-	-	-	-
521,559	255,592	8,329,529	(685)	1,131,815	444,502	796,367	-	-
36	126,615	883,727	-	(25)	(104)	(1)	-	-
-	73,414	55,392	-	12,674	-	-	-	2
(212)	49,812	21,827	-	6,652	-	(562)	-	-
<u>536,701</u>	<u>1,241,504</u>	<u>9,818,709</u>	<u>2,332</u>	<u>1,812,711</u>	<u>464,930</u>	<u>811,929</u>	<u>-</u>	<u>123,046</u>
-	32,900	-	-	-	-	-	-	-
-	80,000	-	-	-	-	-	-	198,147
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	300	-	-	-	-	-	-	-
-	-	-	1,596	-	-	136,038	-	4,859
-	-	-	-	-	-	-	-	3,227
-	-	446,078	-	675,000	10,753	-	63,000	-
-	-	5,000	-	-	-	-	-	-
261	8,015	99,018	-	1,097	192	5,412	46	883,842
<u>261</u>	<u>121,215</u>	<u>550,096</u>	<u>1,596</u>	<u>676,097</u>	<u>10,945</u>	<u>141,450</u>	<u>63,046</u>	<u>1,090,075</u>
<u>\$ 536,962</u>	<u>\$ 1,362,719</u>	<u>\$10,368,805</u>	<u>\$ 3,928</u>	<u>\$ 2,488,808</u>	<u>\$ 475,875</u>	<u>\$ 953,379</u>	<u>\$ 63,046</u>	<u>\$ 1,213,121</u>

See Independent Auditor's Report.



The Mental Health Center of Greater Manchester, Inc.

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2015

	Total Agency	Total Admin.	Total Programs	Child/ Adol.	Elderly Services	Emergency Services
<b>PERSONNEL COSTS</b>						
Salary and Wages	\$ 15,819,757	\$ 1,542,247	\$ 14,277,510	\$ 2,608,218	\$ 191,438	\$ 1,188,613
Employee Benefits	3,352,724	328,904	3,023,820	604,104	35,753	207,182
Payroll Taxes	1,162,301	111,086	1,051,215	195,428	15,457	81,432
Sub-total	<u>20,334,782</u>	<u>1,982,237</u>	<u>18,352,545</u>	<u>3,407,750</u>	<u>242,648</u>	<u>1,477,227</u>
<b>PROFESSIONAL FEES</b>						
Client Evaluations/Services	349,271	226,313	122,958	(2,646)	2,974	6,730
Audit Fees	40,499	3,843	36,656	6,922	1,434	1,964
Legal Fees	32,153	1,297	30,856	1,075	218	207
Other Prof. Fees/Consultants	28,389	6,974	21,415	3,638	754	1,032
<b>STAFF DEVELOPMENT &amp; TRAINING</b>						
Journals/Publications	3,605	747	2,858	128	2	3
In-service Training	5,114	348	4,766	269	56	76
Conferences/Conventions	60,905	8,950	51,955	7,774	1,146	2,409
Other Staff Development	16,797	235	16,562	750	-	-
<b>OCCUPANCY COSTS</b>						
Rent	357,616	8,407	349,209	193,769	-	-
Heating Costs	34,571	-	34,571	-	-	-
Other Utilities	256,554	26,098	230,456	11,773	7,936	26,630
Maintenance & Repairs	411,984	25,916	386,068	30,455	10,955	22,669
Other Occupancy Costs	7,816	(19)	7,835	54	9	292
<b>CONSUMABLE SUPPLIES</b>						
Office	179,051	33,495	145,556	20,152	1,439	6,032
Building/Household	66,277	4,764	61,513	4,212	1,044	4,692
Educational/Training	280,377	2,609	277,768	44,671	8,346	6,188
Food	61,041	98	60,943	427	-	62
Medical	62,737	77	62,660	(174)	32	39
Other Consumable Supplies	175,828	20,623	155,205	28,397	5,006	8,211
Depreciation-Equipment	153,798	17,057	136,741	23,868	4,790	9,697
Depreciation-Building	112,538	6,808	105,730	693	5,064	7,848
Equipment Maintenance	8,757	3,665	5,092	702	41	22
Advertising	35,806	12,673	23,133	3,792	886	1,019
Printing	42,755	10,773	31,982	5,982	699	1,842
Telephone/Communication	183,682	24,728	158,954	27,418	4,349	13,524
Postage & Shipping	51,095	28,301	22,794	4,280	887	1,247

Vocational Services	Non - Eligibles	Multi. Service Team	Respite	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-DMH
\$ 243,641	\$ 990,325	\$ 6,361,502	\$ -	\$ 1,350,160	\$ 253,028	\$ 456,745	\$ 46,568	\$ 587,272
51,728	103,893	1,451,032	-	254,417	59,861	125,498	8,803	121,549
19,326	64,502	475,093	-	98,361	18,256	32,397	3,545	47,418
<u>314,695</u>	<u>1,158,720</u>	<u>8,287,627</u>	<u>-</u>	<u>1,702,938</u>	<u>331,145</u>	<u>614,640</u>	<u>58,916</u>	<u>756,239</u>
4,358	15,237	27,456	-	68,331	-	-	4,018	(3,500)
1,134	2,519	13,664	-	4,285	830	2,474	203	1,227
2,934	265	25,099	-	496	87	261	85	129
596	1,324	7,182	-	2,400	436	1,301	106	2,646
2	83	21	-	302	1	723	-	1,593
44	98	531	-	167	32	96	8	3,389
789	1,917	25,673	-	3,389	479	4,193	102	4,084
750	-	7,130	-	3,210	1,975	-	-	2,747
-	98,646	56,794	-	-	-	-	-	-
-	-	-	-	-	-	34,571	-	-
10,597	5,968	70,208	-	53,260	-	33,801	9,751	532
14,605	13,937	109,761	-	119,274	361	50,302	12,781	968
110	17	933	-	1,605	5	4,793	3	14
4,415	18,330	56,075	-	15,332	473	14,109	1,175	8,024
1,378	1,800	10,117	-	27,840	28	9,038	1,230	134
1,861	1,375	160,531	-	16,813	9,441	2,668	148	25,726
352	-	65	-	58,013	-	2,014	-	10
27	50	12,709	-	45,138	17	50	8	4,764
7,702	10,626	57,813	-	16,350	3,163	12,771	1,408	3,758
3,969	8,815	47,638	-	21,558	2,758	8,804	708	4,136
6,762	299	50,407	-	16,070	-	12,225	6,223	139
122	205	1,773	-	1,345	9	788	32	53
588	3,336	7,090	-	2,637	431	1,284	105	1,965
620	6,820	9,792	-	3,842	341	1,017	218	809
8,663	8,466	59,924	-	22,029	972	7,581	4,092	1,936
704	1,558	8,518	-	2,650	513	1,553	125	759

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
STATEMENT OF FUNCTIONAL EXPENSES  
For the Year Ended June 30, 2015

	<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Child/ Adol.</u>	<u>Elderly Services</u>	<u>Emergency Services</u>
TRANSPORTATION						
Staff	211,173	5,974	205,199	36,861	1,230	16,880
Clients	22,877	-	22,877	324	1	72
INSURANCE						
Malpractice & Bonding	73,502	6,778	66,724	12,599	2,610	3,575
Vehicles	11,095	1,053	10,042	1,896	393	538
Comp Property/Liability	140,314	13,316	126,998	23,980	4,967	6,805
MEMBERSHIP DUES	55,053	3,411	51,642	4,438	919	1,259
INTEREST EXPENSE	-		-			
OTHER EXPENDITURES	<u>698,158</u>	<u>4,017</u>	<u>694,141</u>	<u>3,459</u>	<u>716</u>	<u>981</u>
Total Expenditures	24,565,970	2,491,566	22,074,404	3,909,688	311,551	1,629,772
Administration Allocation	<u>-</u>	<u>(2,491,566)</u>	<u>2,491,566</u>	<u>465,299</u>	<u>42,948</u>	<u>190,524</u>
TOTAL PROGRAM EXPENSES	<u>24,565,970</u>	<u>-</u>	<u>24,565,970</u>	<u>4,374,987</u>	<u>354,499</u>	<u>1,820,296</u>
SURPLUS/(DEFICIT)	<u>\$ 893,391</u>	<u>\$ -</u>	<u>\$ 893,391</u>	<u>\$ 1,385,546</u>	<u>\$ 175,969</u>	<u>\$ (118,579)</u>

<u>Vocational Services</u>	<u>Non - Eligibles</u>	<u>Multi. Service Team</u>	<u>Respite</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-DMH</u>
28,396	59	110,058	-	487	1,537	6,677	350	2,664
26	1	16,280	-	2,229	-	3,943	1	-
2,064	4,585	24,873	-	7,800	1,511	4,504	369	2,234
311	690	3,744	-	1,174	227	678	55	336
3,929	8,727	47,342	-	14,845	2,876	8,573	702	4,252
727	1,615	32,885	-	2,747	532	1,623	4,110	787
<u>617</u>	<u>1,258</u>	<u>6,948</u>	<u>-</u>	<u>2,140</u>	<u>415</u>	<u>1,236</u>	<u>181</u>	<u>676,190</u>
423,847	1,377,346	9,356,661	-	2,240,696	360,595	848,291	107,213	1,508,744
<u>48,228</u>	<u>156,199</u>	<u>1,089,548</u>	<u>-</u>	<u>261,743</u>	<u>42,892</u>	<u>107,125</u>	<u>12,769</u>	<u>74,291</u>
<u>472,075</u>	<u>1,533,545</u>	<u>10,446,209</u>	<u>-</u>	<u>2,502,439</u>	<u>403,487</u>	<u>955,416</u>	<u>119,982</u>	<u>1,583,035</u>
<u>\$ 64,887</u>	<u>\$ (170,826)</u>	<u>\$ (77,404)</u>	<u>\$ 3,928</u>	<u>\$ (13,631)</u>	<u>\$ 72,388</u>	<u>\$ (2,037)</u>	<u>\$ (56,936)</u>	<u>\$ (369,914)</u>

See Independent Auditor's Report.

**THE MENTAL HEALTH CENTER OF GREATER MANCHESTER**

**BOARD OF DIRECTORS**

**2015-2016**

<b>NAME</b>	<b>COMPANY/AFFILIATION</b>
Michael Harrington, Chair	Harrington & Reeves Commercial Rea Estate
Alicia Finn, Vice Chair	Saint Anselm College
Brian Marquis, Treasurer	Helms and Company
Leo Simard, Secretary	St. Mary's Bank
Jessica Arvanitis	Catholic Medical Center
Margo Compagna	
Phil Hastings	
Jaime Hoebeke	Manchester Health Department
Dia Kalakonas	Cookson Strategies
Thomas Lavoie	Clark Insurance
Lt. Nicole Ledoux	Manchester Police Department
Geoffrey Lundy, MD	Dartmouth Hitchcock Clinic
David Mara	
Sheila McNeil	Howe, Riley & Howe, PLLC
Christina Mellor	Lavallee Brensinger Architects
Elaine Michaud	Devine, Millimet & Branch, P.A.
Terry Ryan	Pater Real Estate Management Co., Inc.
Joni Spring	
Shannon Sullivan	Union Leader Corporation

# William T. Rider

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**Objective** To provide effective leadership in community mental healthcare

**Experience** **The Mental Health Center of Greater Manchester**  
401 Cypress St Manchester, NH 03103 (603) 668-4111

- 3/2015 to Present: President, Chief Executive Officer
- 3/2000 to 3/2015: Executive VP, Chief Operating Officer
- 1/1995 to 2/2000: Director, Community Support Program
- 7/1987 to 12/1994: Assistant Director Community Support Program
- 6/1985 to 6/1987: Clinical Case Manager

**Carroll County Mental Health**  
25 West Main St. Conway NH 03818

- 4/78 to 5/85: Clinical Case Manager

**New Hampshire Hospital**  
24 Clinton St  
Concord NH 03301

- 10/76 to 4/78: Mental Health Counselor

**Education** 2001 to 2002 Franklin Pierce College Concord, NH

- 12 Graduate Credits

1972 to 1976 Canisius College Buffalo, NY

- BA Psychology 1976

**Community Activity** Granite Pathways: Vice Chair, Board of Directors  
Postpartum Support International-NH, Founders Board  
NAMI of NH Member since 1985

- 1992 NAMI Professional of the Year Award

## **Resume**

**Richard Cornell MSW, ACSW, LICSW**  
**Vice President of Community Relations**  
**The Mental Health Center of Greater Manchester**  
**401 Cypress Street**  
**Manchester, NH 03103**  
**[REDACTED]**

**WORK EXPERIENCE - *Please note that I have worked for the MHCGM since 1973.***

**July 2014 to Present -**

**Vice President of Community Relations for the Mental Health Center of Greater Manchester. *Responsible for overseeing all Community and Development Projects as well as Community Education & Strategic Resources.***

**2000 to July 2014 -**

**Director of Bedford Counseling Associates. *Responsible for all clinical decisions made by the staff in our Manchester and Derry office settings. Supervised the decisions made by the scheduling department. Monitored the use of funding source monies. Worked with other departments to assure open communication and that client needs were met (member of CST, Management and Marketing Teams). Supervised new staff and students. Maintained a full-time case load. Performed community presentations as needed. Resolved any client conflicts in the delivery of their services.***

**1999 to 2000 -**

**Coordinator of Bedford Counseling Associates. *Full-time therapist. Supervised intake coordination and emergency services related to this program.***

**1986 to 1999 -**

**Child and Adolescent Therapist. *Responsible for community outreach with local schools, hospitals and primary care offices. Performed presentations for local businesses when needed.***

**1980 to 1986 -**

**Child Therapist. *Worked with families and community programs.***

**1981 to 1984 -**

**Volunteer Coordinator & Vocational Development. *Worked with the Director***

**JOHN T. GENAKOS**

Phone: [REDACTED]

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**PROFESSIONAL EXPERIENCE**

**7/5/11 - Present**

**CHILD AND ADOLESCENT ALCOHOL AND DRUG COUNSELOR**

**The Mental Health Center of Greater Manchester**

**1228 Elm Street, Suite 200**

**Manchester, NH 03101**

- Duties include:
- comprehensive case management for adolescents with co-occurring disorders
  - provide individual and family counseling
  - intake, assessment, treatment planning and referral services
  - modalities include CBT, DBT, MI

**8/97 - 2/17/11**

**MASTER LICENSED ALCOHOL and DRUG COUNSELOR (MLADC)**

**LTG Counseling Associates**

**25 Lowell St. Suite 203**

**Manchester, NH 03101**

- Duties include:
- provide individual and group outpatient counseling
  - conduct chemical dependence assessments
  - develop treatment and discharge plans
  - provide case management
  - provide aftercare and referral services
  - maintain billing/record keeping
  - provide consultation
  - provide education, experiential and training seminars



**CONTRACTOR NAME: The Mental Health Center of Greater Manchester**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
William T. Rider	President/Chief Executive Officer	\$144,800	0%	\$0.00
Paul J. Michaud	Vice President of Finance/Chief Financial Officer	\$120,528	0%	\$0.00
Richard Cornell	Vice President of Community Relations	\$93,995	0%	\$0.00
John T. Genakos	Case Manager/ BDAS	\$47,415	46.74%	\$22,299.61



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #109) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$114,899.00.
3. Add Exhibit A-1, Scope of Services
4. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7/20/15  
Date

Kathleen Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

The Mental Health Center of Greater Manchester, Inc.

7/21/15  
Date

William Rider  
NAME William Rider  
TITLE President/Chief Executive Officer

Acknowledgement:

State of New Hampshire, County of Hillsborough on July 21, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace



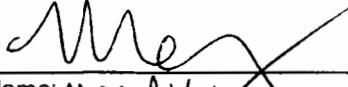
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/3/15  
Date

  
Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

*MLC*

7/21/15



Exhibit A-1

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.



## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

#### **A. Funding for Exhibit A, Amendment #3**

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$13,557.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

#### **B. Funding for Exhibit A-1, Scope of Services**

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed \$20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the



rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the





program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

### III. Performance Incentives:

#### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.



- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.



- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

**IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services**

- A. Payment for said services shall be made as follows:
  - i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

WTH  
7/21/15



- ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.  
The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
- C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.
- D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

# CERTIFICATE OF VOTE

I, Jeff Galvin, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on March 26, 2015 :  
(Date)

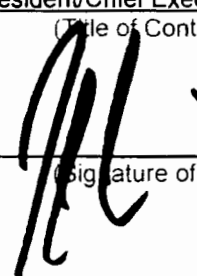
**RESOLVED:** That the President/Chief Executive Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 21<sup>st</sup> day of July, 2015.  
(Date Contract Signed)

4. William Rider is the duly elected President/Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

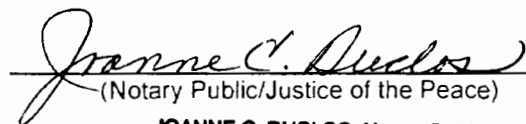
  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2015.

By Jeff Galvin  
(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

**JOANNE C. DUCLOS, Notary Public**  
My Commission Expires September 18, 2018

(NOTARY SEAL)

Commission Expires: 9/18/18



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #109) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$94,899.00.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.
9. Add Exhibit C-1, Revisions To General Provisions.
10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/5/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

The Mental Health Center of Greater Manchester, Inc.

6/4/15  
Date

William Rider  
NAME William Rider  
TITLE President/Chief Executive Officer

Acknowledgement:

State of NH, County of Hillsborough on June 4 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Joanne C. Duclos  
Name and Title of Notary or Justice of the Peace

JOANNE C. DUCLOS, Notary Public  
My Commission Expires September 18, 2018





New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/16/15  
Date

[Signature]  
Name:  
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #3

Scope of Services

**A. Population Served**

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

**B. Required Treatment Services**

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

<b>Service Table</b>	
<b>Required Services</b>	<b>Treatment Services</b>
X	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b> Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b> Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</b> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</b> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</p>
	<p><b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</b> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
X	<p><b>Recovery Support Services:</b>            Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.            Types of Recovery Support Services are listed below:</p>
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><b>Recovery Support Services</b> as identified above provided to pregnant &amp; parenting women.</p>

**C. Required Provisions for Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

**Clients Eligible for Treatment Services:**

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care



Exhibit A Amendment #3

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3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. **Medication Assisted Treatment with Buprenorphine eligibility:** Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



**Exhibit A Amendment #3**

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.





**Exhibit A Amendment #3**

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Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.



## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$ \$13,557.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service



It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Fallure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. **Abstinence:** The client reports reduced or no substance use in the past 30 days.
- ii. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days.
- iv. **Stability in Housing:** The client reports being in stable housing.
- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.



**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)



- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.





Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$10,000,000.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D Amendment #1



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

1228 Elm St. Manchester, NH 03101

401 Cypress St. Manchester, NH 03103

Check  if there are workplaces on file that are not identified here.

Contractor Name: The Mental Health Center of Greater  
Manchester

6/4/15

Date

Name: William Rider

Title: President/Chief Executive Officer



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: The Mental Health Center of Greater  
Manchester

6/4/15  
Date

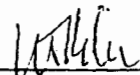
  
Name: William Rider  
Title: President/Chief Executive Officer



Exhibit F Amendment #1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and





Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: The Mental Health Center of Greater Manchester

6/4/15  
Date

William Rider  
Name: William Rider  
Title: President/Chief Executive Officer



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: The Mental Health Center of Greater  
Manchester

6/4/15

Date

Name: William Rider

Title: President/Chief Executive Officer

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations  
and Whistleblower protections

Date 6/4/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

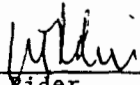
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: The Mental Health Center of Greater  
Manchester

6/4/15  
Date

  
Name: William Rider  
Title: President/Chief Executive Officer



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*JK*

6/4/15





Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

New Hampshire Department of Health and Human Services  
Exhibit I Amendment #1



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

6/5/15  
Date

The Mental Health Center of Greater Manchester  
Name of the Contractor

William Rider  
Signature of Authorized Representative

William Rider  
Name of Authorized Representative

President/Chief Executive Officer  
Title of Authorized Representative

6/4/15  
Date

# CERTIFICATE OF VOTE

I, Leo Simard, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on March 26, 2015 :  
(Date)


**RESOLVED:** That the President/Chief Executive Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 4<sup>th</sup> day of June, 2015.  
(Date Contract Signed)

4. William Rider is the duly elected President/Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

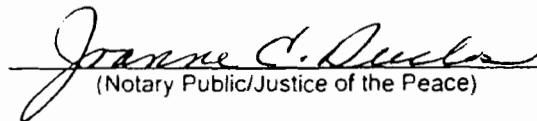
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 20 15.

By Leo Simard  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

NOTARY SEAL:

Commission Expires: 9/18/18

JOANNE C. DUCLOS, Notary Public  
My Commission Expires September 18, 2018

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services

Agency Name: The Mental Health Center of Greater Manchester

Program: Substance Abuse Treatment and Recovery Support S

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015:	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Peter W. Janelle -- Chief Executive Officer	\$177,023	0.00%	\$0.00
William T. Ryder -- Exec. VP, COO	\$144,799	0.00%	\$0.00
Paul J. Michaud -- VP, Chief Financial Officer	\$120,528	0.00%	\$0.00
Rik Cornell -- VP of Community Relations	\$90,000	0.00%	\$0.00
John T. Genakos -- Case Mgr. DADAPR	\$47,715	46.74%	\$22,299.61
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total Salary Wages, Line item 1 of Budget request)</b>			<b>\$22,299.61</b>

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed

Revised: 12/3/08-ba

T:\OCPH\Policy Manual\CONTRACTS FISCAL SUBMISSIONS\12-Key Administrative Personnel Sheet.xls



State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 109) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-29900000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$81,342
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/20/14  
Date

NAME  
TITLE

[Signature]

The Mental Health Center of Greater Manchester

5/29/14  
Date

[Signature]  
NAME William Rider  
TITLE Executive Vice President / Chief Operating Officer

Acknowledgement:

State of NH, County of Hillsborough on 5/29/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

JOANNE C. DUCLOS, Notary Public  
My Commission Expires September 18, 2018



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

Rosemary Wiant  
Name: Rosemary Wiant  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
X	<b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</b> – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</b> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to



New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

	pregnant & parenting women.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</i>
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</i>
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</i>
X	<i>Recovery Support Services:</i> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<i>Recovery Support Services as identified above provided to pregnant &amp; parenting women.</i>

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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**C. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

***Sliding Fee Scale:***

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/ir/b/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

***Performance Measures:***

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

***Data and Reporting Requirements:***

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinel\(form.pdf\)](http://www.dhhs.nh.gov/dcbcs/documents/sentinel(form.pdf)));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Exhibit B Amendment #2

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$27,114 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table** - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week



New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #2

	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for



**Exhibit B Amendment #2**

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services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. **Abstinence:** The client reports reduced or no substance use in the past 30 days.
- ii. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days.
- iv. **Stability in Housing:** The client reports being in stable housing.
- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #2

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The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**V. Charitable Choice:**



Exhibit B Amendment #2

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Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

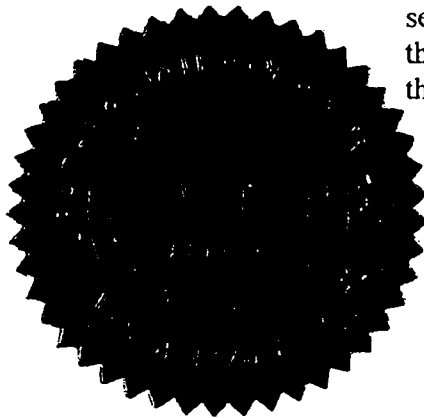
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State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire nonprofit corporation formed October 17, 1960. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14<sup>th</sup> day of April A.D. 2014



A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, Timothy Soucy, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on April 28, 2014:  
(Date)

**RESOLVED:** That the Executive Vice President/Chief Operating Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 29th day of May, 2014.  
(Date Contract Signed)

4. William Rider is the duly elected Executive Vice President/Chief Operating Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

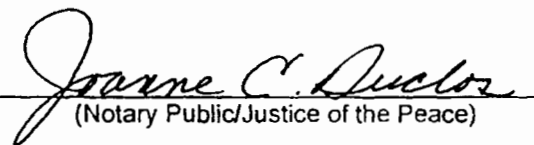
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 29<sup>th</sup> day of May, 2014,

By Timothy Soucy.

(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 9/18/18

JOANNE C. DUCLOS, Notary Public  
Expires September 18, 2018



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 54,228.00
  
- 2) Amendment and modification of Exhibit A;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) **Change II A from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
**Change to:** "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) **Change II B Group Recovery Support Services from:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

PWT  
5/2/13



**Change to:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

**Table SAMHSA National Outcome Measures**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

*pw 5  
5/2/13*



New Hampshire Substance Abuse Treatment and Recovery Support Services



DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) Delete in Section II; "TOTAL: \$27,114.00"
  
- 4) **Add** Exhibit B-1

*RWT  
5/10/13*

New Hampshire Substance Abuse Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/13  
Date

Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

The Mental Health Center of Greater  
Manchester, Inc.

5/8/2013  
Date

Peter J. Felts  
Name: Peter J. Felts  
Title: President/CEO

Acknowledgement:

State of NH, County of Hillsborough on May 8, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Joanne C. Duclos

Name and Title of Notary or Justice of the Peace

JOANNE C. DUCLOS, Notary Public  
My Commission Expires October 22, 2013

New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013  
Date

*Jeanne P. Herick*  
Name: *Jeanne P. Herick*  
Title: *Attorney*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

*PO 5  
5/17/13*

Exhibit B-1

Line Item	Total Program Cost		Contractor Share / Month		Purchased by Other Contract Phase		Total
	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1. Cost Salary/Wage	45,982.31	0	0	0	21,072.11	0	21,072.11
2. Employee Benefits	12,858.33	0	0	0	7,824.53	0	7,824.53
3. Contractual	0	0	0	0	0	0	0
4. Equipment	0	0	0	0	0	0	0
5. Rental	0	0	0	0	0	0	0
6. Repair and Maintenance	0	0	0	0	0	0	0
7. Purchase/Consumption	0	0	0	0	0	0	0
8. Supplies	0	0	0	0	0	0	0
9. Educational	0	0	0	0	0	0	0
10. Utilities	0	0	0	0	0	0	0
11. Telephone	0	0	0	0	0	0	0
12. Travel	800.00	0	0	0	400.00	0	400.00
13. Occupancy	1,100.00	0	0	0	1,100.00	0	1,100.00
14. Current Expenses	0	0	0	0	1,280.00	0	1,280.00
15. Postage	700.00	0	0	0	0	0	700.00
16. Subscriptions	150.00	0	0	0	0	0	150.00
17. Audit and Legal	430.00	0	0	0	0	0	430.00
18. Printing	0	0	0	0	0	0	0
19. Software	0	0	0	0	0	0	0
20. Other Expenses	0	0	0	0	0	0	0
21. Materials/Communications	200.00	0	0	0	200.00	0	200.00
22. Staff Education and Training	0	0	0	0	0	0	0
23. Subcontract/Agreements	0	0	0	0	0	0	0
24. Other (Specify Below in Justification)	0	0	0	0	0	0	0
TOTAL	62,021.64	0	0	0	34,891.64	0	34,891.64

Contractor Share A Percent of Direct 0.0%

Contractor Initials RWS Page 1  
 Date 5/10/2013

Substance Abuse Treatment

WITH SEAL

CERTIFICATE OF VOTE

I, Timothy Soucy, of The Mental Health Center of Greater Manchester, do hereby certify that:

1. I am the duly elected Chair of the Board of Directors;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on March 27, 2012;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the President/Chief Executive Officer is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Peter Janelle is the duly elected President/Chief Executive Officer of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 8, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the corporation this 8<sup>th</sup> day of May, 2013.

  
\_\_\_\_\_  
Timothy Soucy, Board Chair

(CORPORATE SEAL)

SRW



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate  
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_

DATE 6/20/12

PAGE 14

REQUESTED ACTION ITEM # 109

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with The Mental Health Center of Greater Manchester, Inc. (Vendor #177184 B001), 401 Cypress Street, Manchester, NH 03103, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$27,114.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$12,377.00
			Subtotal	\$12,377.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$6,083.00
			Subtotal	\$6,083.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$8,654.00
			Subtotal	\$8,654.00
			Total	\$27,114.00

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The Mental Health Center of Greater Manchester was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 3 of 4

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$27,114.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Manchester.

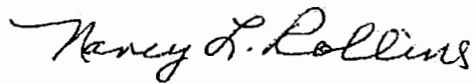


His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

Source of Funds: 45.65% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 51.16% General Funds and 3.19% Other (Highway) Funds.

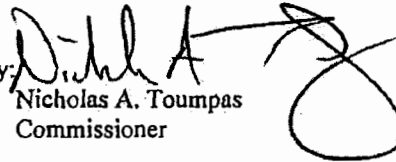
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/df



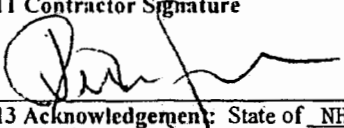
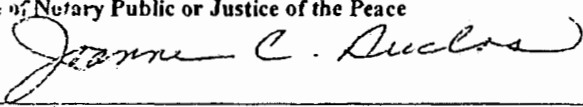
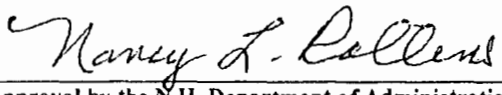
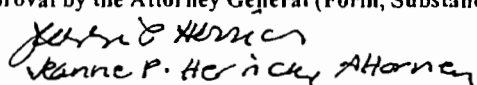
Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> The Mental Health Center of Greater Manchester		<b>1.4 Contractor Address</b> 401 Cypress Street, Manchester, NH 03103	
<b>1.5 Contractor Phone Number</b> 603-668-4111	<b>1.6 Account Number</b> 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	<b>1.7 Completion Date</b> June 30, 2013	<b>1.8 Price Limitation</b> \$27,114.00
<b>1.9 Contracting Officer for State Agency</b> Nancy L. Rollins, Associate Commissioner		<b>1.10 State Agency Telephone Number</b> 603-271-4093	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Peter Janelle, President/Chief Executive Officer	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/23/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> JOANNE C. DUCLOS, Notary Public My Commission Expires October 22, 2013			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Nancy L. Rollins, Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Joanne P. Herichy, Attorney On: <u>4 June 2012</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

PW 5  
5/23/12

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

## 11. CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services  
 Exhibit A**

**I. General Provisions**

**CONTRACT PERIOD:** July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

**CONTRACTOR NAME:** The Mental Health Center of Greater Manchester

**ADDRESS:** 401 Cypress Street, Manchester, NH 03103

**EXECUTIVE DIRECTOR:** Peter Janelle  
**TELEPHONE:** 603-668-4111

**II. Scope of Services**

*A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:*

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	\$ Awarded
Outpatient	0.36	Manchester	11	\$27,114.00

**B. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit

their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

***Limitations on Exclusionary Criteria:***

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

***Sliding Fee Scale:***

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted



to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.

- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
 145 Hollis St., Unit C  
 Manchester, NH 03101  
 603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,

Contractor Initials: PWJ  
 Date: 5/23/24

- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.

2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

***Outpatient Treatment*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

***Intensive Outpatient Treatment*** - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This

intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Residential Treatment** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

**Transitional Living** - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- g. A full-time Executive Director, not filling any of the positions described above.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Subcontracting/Consultants:***

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.



The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

***Performance Measures:***

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: PWS  
Date: 5/23/2012



**SAMHSA National Outcome Measures:**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>WITS Electronic Health Record</li> <li>ASI or GAIN Assessment</li> <li>NIDA/SAMHSA MATRS Treatment Planning model</li> <li>Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

Contractor Initials: *RWS*  
Date: *5/23/2012*

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street  
Concord, New Hampshire 03301  
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
Substance Use Disorder Treatment Services

Exhibit B  
Purchase of Services  
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: The Mental Health Center of Greater Manchester

ADDRESS: 401 Cypress Street, Manchester, NH 03103

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Peter Janelle

TELEPHONE: 603-668-4111

Vendor #177184-B001

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734

Job #95848501 Appropriation #05-095-095-958410-1388-102-500734

Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 8,654.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

\$ 6,083.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

\$ 12,377.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$27,114.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: PWT  
Date: 5/23/12

## 1. Performance Utilization:

### A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

### B. Utilization Methodology by Modality:

- i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000/\$120$ ) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

## 2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

**B. Retention:**

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

**3. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**4. Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

**V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VI. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-1:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State

related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

#### **SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**

**US DEPARTMENT OF EDUCATION – CONTRACTORS**

**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner  
NH Department of Health and Human Services,**

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

(b) *Establishing an ongoing drug-free awareness program to inform employee's about:*

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance: Manchester, New Hampshire

Check  if there are workplaces on file that are not identified here.

The Mental Health Center of Greater Manchester

Contractor Name

From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013

Period Covered by this Certification

Peter Janelle, President/Chief Executive Officer

Name and Title of Authorized Contractor Representative

Contractor Representative Signature

Date

5/23/2012



NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**  
**US DEPARTMENT OF EDUCATION – CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

Applicable program covered:

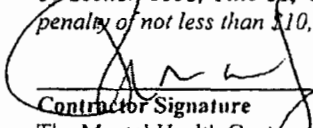
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

*C. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at [www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf)), in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

  
\_\_\_\_\_  
Contractor Signature  
The Mental Health Center of Greater Manchester

Peter Janelle, President/Chief Executive Officer  
\_\_\_\_\_  
Contractor's Representative Title

Contractor Name  
Standard Exhibits C – J  
TX Substance Use Disorder

5/23/12  
\_\_\_\_\_  
Date

Contractor Initials: PJ  
Date: 5/23/2012

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1)

**PRIMARY COVERED TRANSACTIONS**

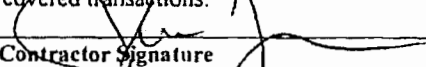
1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 \_\_\_\_\_ Peter Janelle, President/Chief Executive Office  
 Contractor Signature Contractor's Representative Title

The Mental Health Center of Greater Manchester

Contractor Name  
 Standard Exhibits C – J  
 TX Substance Use Disorder

5/23/2012  
 Date

Contractor Initials: PJK  
 Date: 5/23/2012

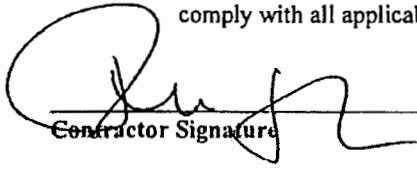
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Contractor Signature

Peter Janelle, President/Chief Executive Officer  
Contractor's Representative Title

The Mental Health Center of Greater Manchester  
Contractor Name

Date

5/23/2012

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NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

  
\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
President/Chief Executive Officer

\_\_\_\_\_  
Contractor's Representative Title

Peter Janelle  
\_\_\_\_\_  
The Mental Health Center of Greater  
Manchester

5/23/2012  
\_\_\_\_\_  
Date

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NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such



information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

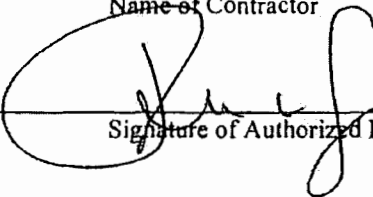
In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	The Mental Health Center of Greater Manchester
The State Agency Name	Name of Contractor
<i>Nancy L. Rollins</i>	
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Peter Janelle
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President/Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
5/31/12	5/23/2012
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

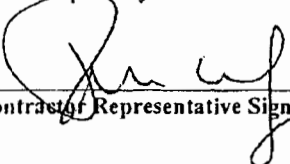
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
\_\_\_\_\_  
(Contractor Representative Signature)

Peter Janelle, President/Chief Executive Officer  
(Authorized Contractor Representative Name & Title)

The Mental Health Center of Greater Manchester  
(Contractor Name)

5/23/2011  
(Date)

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: PWJ  
Date: 5/23/2011

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073978280

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

YES

*A. If the answer to #2 above is NO, stop here*

**If the answer to #2 above is YES, please answer the following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

*B. If the answer to #3 above is YES, stop here*

**If the answer to #3 above is NO, please answer the following:**

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

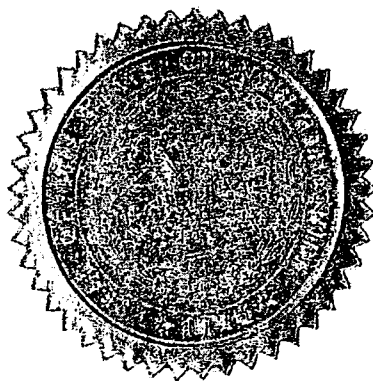
NH DHHS, DCBCS, BDAS  
TX Substance Use Disorder Treatment  
Exhibit A

Contractor Initials: PWS  
Date: 5/23/2012

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire nonprofit corporation formed October 17, 1960. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of April A.D. 2012

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

WITH SEAL

CERTIFICATE OF VOTE

I, Mary Ellen Yatzus, of The Mental Health Center of Greater Manchester, do hereby certify that:

1. I am the duly elected Secretary of the Board of Directors;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on March 27, 2012;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the President/Chief Executive Officer is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Peter Janelle is the duly elected President/Chief Executive Officer of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 23, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 23<sup>rd</sup> day of May, 2012.

Mary Ellen Yatzus  
Mary Ellen Yatzus, Board Secretary

(CORPORATE SEAL)



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #6 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This sixth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 6") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #108) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on December 23, 2014 (Item #16), (Amendment #4 to the Contract) approved on June 24, 2015 (Item #29), and (Amendment #5 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #6, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$5,661,810.50.
4. Amend Exhibit B Amendment #5 by striking:
  - A. Funding for Exhibit A, Amendment #3  
For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$781,014.50 as follows:
    - 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
    - 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
    - 32% General funds.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



And inserting in its place:

- A. Funding for Exhibit A, Amendment #3  
For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$1,171,521.50 as follows:
- 48% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
  - 23% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
  - 29% General funds.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/18/15  
Date

Marilee Nihan  
NAME Marilee Nihan  
TITLE Deputy Commissioner

Phoenix Houses of New England, Inc.

11/12/15  
Date

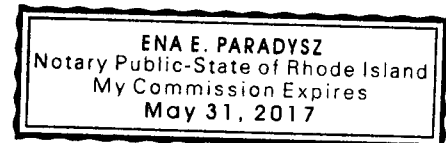
Patrick B. McEneaney  
NAME PATRICK B. MCENEANEY  
TITLE SR. VP, EXECUTIVE DIRECTOR

Acknowledgement:

State of RHODE ISLAND, County of PROVIDENCE on Nov. 12, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Ena E. Paradysz - Notary Public  
Name and Title of Notary or Justice of the Peace



Contractor Initials: PM  
Date: 11/12/15



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

*A. M. Edwards*  
Name: *Anne M. Edwards*  
Title: *Associate Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Contractor Initials: *PH*  
Date: 11/25/15

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PHOENIX HOUSES OF NEW ENGLAND, INC., a(n) Rhode Island nonprofit corporation, registered to do business in New Hampshire on June 14, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of June, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Sheri Sweitzer, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Phoenix Houses of new England, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on May 21, 2015:  
(Date)

**RESOLVED:** That the Senior Vice President, Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 12th day of November, 2015.  
(Date Contract Signed)

4. Patrick B. McEaney is the duly elected Senior Vice President, Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

*Sheri S. Sweitzer*  
(Signature of the Elected Officer)

STATE OF Rhode Island

County of Providence

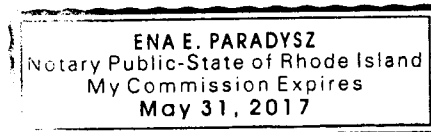
The forgoing instrument was acknowledged before me this 12th day of November, 2015.

By Sheri Sweitzer  
(Name of Elected Officer of the Agency)

*Ena E. Paradytz*  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 05/31/2017





# CERTIFICATE OF LIABILITY INSURANCE

3/30/2016

DATE (MM/DD/YYYY)  
3/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : New Hampshire Insurance Company		23841
INSURED 1364887 Phoenix House of New England Inc. 99 Wayland Avenue, Suite 100 Providence, RI 02906-4313	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

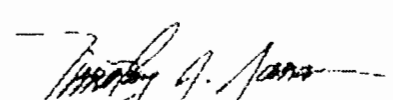
COVERAGES PHOHO01      CERTIFICATE NUMBER: 10495291      REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 86672181 (NH, VT)	3/30/2015	3/30/2016	X PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 10 days notice of cancellation for non-payment of premium. This certificate supersedes previous version issued on 3/19/2012

**CERTIFICATE HOLDER****CANCELLATION**

<b>10495291</b>  State of New Hampshire Department of Health & Human Services 105 Pleasant St. Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
7/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER <b>Marsh &amp; McLennan Agency LLC</b> Park 80 West, Plaza Two 250 Pehle Avenue, Suite 400 Saddle Brook, NJ 07663	CONTACT NAME:	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: <b>somersetclsupport@mma-ne.com</b>	
INSURED <b>Phoenix Houses of New England, Inc.</b> 99 Wayland Ave., Suite 100 Providence, RI 02906	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Lexington Insurance Company</b>	<b>19437</b>
	INSURER B : <b>National Union Fire Ins Co Pitt</b>	<b>19445</b>
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6797828  Retroactive Date	07/01/2015  07/01/2014	07/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 Policy Agg \$10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CA3482472	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6797827  Retroactive Date	07/01/2015  07/01/2014	07/01/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	Professional Liability			6797828	07/01/2015	07/01/2016	\$1,000,000 Per Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is included as Additional Insured as required by written contract, agreement or permit limited to the General Liability coverage.

CERTIFICATE HOLDER State of New Hampshire Div of Public Health Services 29 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## **Mission Statement**

**Phoenix House is committed to protecting and supporting**

**Individuals, families, and communities affected by**

**Substance abuse and dependency. We realize our mission through:**

**A holistic approach that seeks to address mental, physical, and social health;**

**The innovation of best practices in prevention, treatment, and recovery programs;**

**And the promotion of greater understanding of addiction.**

Financial Statements and Supplementary  
Information Together With  
Report of Independent Certified Public Accountants

**PHOENIX HOUSES OF NEW ENGLAND, INC.**

June 30, 2015 and 2014

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## TABLE OF CONTENTS

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	<b>Page</b>
Report of Independent Certified Public Accountants	1 - 2
Financial Statements:	
Statements of Financial Position as of June 30, 2015 and 2014	3
Statement of Operations and Changes in Net Assets for the year ended June 30, 2015	4
Statement of Operations and Changes in Net Assets for the year ended June 30, 2014	5
Statements of Cash Flows for the years ended June 30, 2015 and 2014	6
Notes to Financial Statements	7 - 16
Supplementary Information:	
Schedule of Functional Expenses for the year ended June 30, 2015	18
Schedule of Functional Expenses for the year ended June 30, 2014	19



## REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of  
**Phoenix Houses of New England, Inc.:**

We have audited the accompanying financial statements of Phoenix Houses of New England, Inc. ("PH New England"), which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's responsibility for the financial statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform our audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to PH New England's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of PH New England's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material aspects, the financial position of Phoenix Houses of New England, Inc. as of June 30, 2015 and 2014, and the results of its operations and changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Supplementary Information**

Our audits were conducted for the purposes of forming an opinion on the financial statements of PH New England as of and for the years ended June 30, 2015 and 2014, taken as a whole. The supplementary information included on pages 18 and 19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

New York, New York  
September \_\_, 2015

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Statements of Financial Position**  
**As of June 30, 2015 and 2014**

ASSETS	2015	2014
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 189,358	\$ 248,729
Due from government agencies, net of allowance of approximately \$705,000 and \$562,000 in 2015 and 2014, respectively	4,632,479	2,746,436
Current portion of contributions receivable (Note 4)	43,860	81,931
Other receivables, net of allowance of approximately \$710,000 and \$480,000 in 2015 and 2014, respectively	1,028,914	1,065,899
Prepaid expenses and other assets	301,297	223,786
Current portion of note receivable (Note 5)	5,000	5,000
Total current assets	6,200,908	4,371,781
Contributions receivable, net (Note 4)	13,604	23,604
Notes receivable, net of current portion (Note 5)	165,000	165,000
Property and equipment, net (Note 6)	6,000,133	4,727,447
Total assets	\$ 12,379,645	\$ 9,287,832
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 1,139,419	\$ 1,192,935
Due to government agencies	44,755	45,613
Current portion of capital lease obligation (Note 6)	-	12,160
Current portion of long-term debt (Note 7)	133,233	22,519
Revolving loan fund (Note 8)	100,000	100,000
Total current liabilities	1,417,407	1,373,227
Due to Parent (Note 3)	4,619,611	2,317,921
Capital lease obligation, net of current portion (Note 6)	-	1,353
Long-term debt, net of current portion (Note 7)	880,025	212,996
Total liabilities	6,917,043	3,905,497
Commitments and contingencies (Note 13)		
<b>NET ASSETS</b>		
Unrestricted	5,339,764	5,273,028
Temporarily restricted (Note 10)	122,838	109,307
Total net assets	5,462,602	5,382,335
Total liabilities and net assets	\$ 12,379,645	\$ 9,287,832

*The accompanying notes are an integral part of these financial statements.*

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Statement of Operations and Changes in Net Assets**  
**For the year ended June 30, 2015**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>OPERATING REVENUES AND SUPPORT</b>			
Government contract revenue	\$ 13,488,959	\$ -	\$ 13,488,959
Client and third-party revenue (Note 9)	10,900,679	-	10,900,679
Donated goods	214,914	-	214,914
Grants and contributions	81,678	60,000	141,678
Special event revenue, net of costs of direct benefits to donors of approximately \$14,000	159,163	-	159,163
Other revenue	84,393	-	84,393
Net assets released from restrictions	53,125	(53,125)	-
Total operating revenues and support	<u>24,982,911</u>	<u>6,875</u>	<u>24,989,786</u>
<b>EXPENSES (Note 12)</b>			
Salaries	12,092,223	-	12,092,223
Employee benefits and payroll taxes	3,078,566	-	3,078,566
Consulting and contractual services	1,945,476	-	1,945,476
Resident sustenance	1,247,798	-	1,247,798
Occupancy costs	2,325,371	-	2,325,371
Vehicle costs	257,688	-	257,688
Communications	612,738	-	612,738
Office and program supplies	802,627	-	802,627
Insurance	264,186	-	264,186
Travel	274,863	-	274,863
Interest	48,849	-	48,849
Miscellaneous	256,702	-	256,702
Repairs and maintenance	608,280	-	608,280
Depreciation and amortization	542,133	-	542,133
Administrative charges from Parent	519,200	-	519,200
Total operating expenses	<u>24,876,700</u>	<u>-</u>	<u>24,876,700</u>
Income from operations	<u>106,211</u>	<u>6,875</u>	<u>113,086</u>
<b>OTHER ITEMS</b>			
Net loss on disposal of asset	(44,937)	-	(44,937)
Depreciation on non-operational assets	(33,947)	-	(33,947)
Total other items	<u>(78,884)</u>	<u>-</u>	<u>(78,884)</u>
Excess of revenues over expenses	<u>27,327</u>	<u>6,875</u>	<u>34,202</u>
<b>OTHER CHANGES IN NET ASSETS</b>			
Contributions restricted for capital initiatives	-	46,065	46,065
Net assets released for capital initiatives	39,409	(39,409)	-
Changes in net assets	<u>66,736</u>	<u>13,531</u>	<u>80,267</u>
Net assets, beginning of year	5,273,028	109,307	5,382,335
Net assets, end of year	<u>\$ 5,339,764</u>	<u>\$ 122,838</u>	<u>\$ 5,462,602</u>

*The accompanying notes are an integral part of this financial statement.*

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Statement of Operations and Changes in Net Assets**  
For the year ended June 30, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>OPERATING REVENUES AND SUPPORT</b>			
Government contract revenue	\$ 14,246,899	\$ -	\$ 14,246,899
Client and third-party revenue (Note 9)	8,105,160	-	8,105,160
Donated goods	240,391	-	240,391
Grants and contributions	134,037	109,200	243,237
Special event revenue	17,117	-	17,117
Other revenue	69,865	-	69,865
Net assets released from restrictions	138,982	(138,982)	-
Total operating revenues and support	<u>22,952,451</u>	<u>(29,782)</u>	<u>22,922,669</u>
<b>EXPENSES (Note 12)</b>			
Salaries	11,445,842	-	11,445,842
Employee benefits and payroll taxes	3,399,469	-	3,399,469
Consulting and contractual services	1,108,525	-	1,108,525
Resident sustenance	966,127	-	966,127
Occupancy costs	2,002,955	-	2,002,955
Vehicle costs	275,210	-	275,210
Communications	609,724	-	609,724
Office and program supplies	664,435	-	664,435
Insurance	252,888	-	252,888
Travel	274,902	-	274,902
Interest	13,808	-	13,808
Miscellaneous	218,482	-	218,482
Repairs and maintenance	584,810	-	584,810
Depreciation and amortization	487,457	-	487,457
Administrative charges from Parent	519,200	-	519,200
Total operating expenses	<u>22,823,834</u>	<u>-</u>	<u>22,823,834</u>
Income (loss) from operations	<u>128,617</u>	<u>(29,782)</u>	<u>98,835</u>
<b>OTHER ITEM</b>			
Depreciation on non-operational assets	(34,001)	-	(34,001)
Total other item	<u>(34,001)</u>	<u>-</u>	<u>(34,001)</u>
Excess of (deficiency in) revenues over expenses	<u>94,616</u>	<u>(29,782)</u>	<u>64,834</u>
<b>OTHER CHANGES IN NET ASSETS</b>			
Contributions restricted for capital initiatives	-	52,000	52,000
Net assets released for capital initiatives	52,000	(52,000)	-
Changes in net assets	<u>146,616</u>	<u>(29,782)</u>	<u>116,834</u>
Net assets, beginning of year	5,126,412	139,089	5,265,501
Net assets, end of year	<u>\$ 5,273,028</u>	<u>\$ 109,307</u>	<u>\$ 5,382,335</u>

*The accompanying notes are an integral part of this financial statement.*

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Statements of Cash Flows

For the years ended June 30, 2015 and 2014

	2015	2014
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ 80,267	\$ 116,834
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Provision for doubtful accounts	373,138	352,061
Depreciation and amortization	576,080	521,458
Foregiveness of notes receivable	-	5,000
Contributions restricted for capital expenditures	(46,065)	(52,000)
Loss on disposal of asset	44,937	-
Changes in operating assets and liabilities:		
Due from government agencies	(2,028,747)	(331,697)
Contributions receivable	48,071	2,216
Other receivables	(193,450)	(408,989)
Prepaid expenses and other assets	(77,514)	6,204
Accounts payable and accrued expenses	(49,809)	233,410
Due to government agencies	(858)	38,152
Due to Parent	2,299,690	136,854
Net cash provided by operating activities	<u>1,025,740</u>	<u>619,503</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of property and equipment	(1,893,703)	(693,297)
Net cash used in investing activities	<u>(1,893,703)</u>	<u>(693,297)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Contributions restricted for capital expenditures	46,065	52,000
Proceeds from long term borrowing	868,000	-
Principal payments on capital lease	(15,217)	(11,206)
Principal payments on long-term debt	(90,256)	(21,298)
Net cash provided by financing activities	<u>808,592</u>	<u>19,496</u>
Net decrease in cash and cash equivalents	(59,371)	(54,298)
Cash and cash equivalents, beginning of year	248,729	303,027
Cash and cash equivalents, end of year	<u>\$ 189,358</u>	<u>\$ 248,729</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 48,849</u>	<u>\$ 13,808</u>
Capital obligation incurred	<u>\$ 868,000</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2015 and 2014

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### 1. ORGANIZATION

Phoenix Houses of New England, Inc. (“PH New England”) is a Section 501(c)(3) not-for-profit organization, exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (the “Code”). PH New England is also exempt from state and local taxes under similar provisions. PH New England was established in order to operate therapeutic treatment centers for the rehabilitation of drug and substance abusers throughout New England.

Phoenix House Foundation, Inc. (the “Parent”) is the sole member of PH New England and the following affiliated organizations: Phoenix Houses of New York, Inc. and Affiliates (which consists of Phoenix Houses of New York, Inc. and Phoenix Houses of Long Island, Inc.); Phoenix Houses of California, Inc. and Affiliates (which consists of Phoenix Houses of California, Inc.; Phoenix Houses of Los Angeles, Inc.; Phoenix House Orange County, Inc.; and Phoenix House San Diego, Inc.); Phoenix Houses of the Mid-Atlantic, Inc. and Affiliate (which consists of Phoenix Houses of the Mid-Atlantic, Inc. and Phoenix Houses of Mid-Atlantic Property Management, Inc.); Phoenix Programs of Florida, Inc.; Phoenix Houses of Texas, Inc.; American Council for Drug Education, Inc.; Center on Addiction and the Family, Inc.; and Phoenix Houses of New Jersey, Inc.

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Basis of Presentation

The accompanying financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). Accordingly, the net assets of PH New England and changes therein are classified and reported based upon the existence or absence of donor-imposed restrictions as follows:

- Unrestricted net assets represent expendable resources that are used to carry out PH New England’s operations and are not subject to donor-imposed stipulations.
- Temporarily restricted net assets represent resources that contain donor-imposed restrictions that permit PH New England to use or expend such resources only as or when specified. Restrictions are satisfied either by the passage of time or by actions of PH New England.
- Permanently restricted net assets contain donor-imposed restrictions that stipulate that such resources be maintained permanently. PH New England had no permanently restricted net assets at June 30, 2015 and 2014.

#### Cash and Cash Equivalents

PH New England considers all highly liquid financial instruments, which principally consist of money market funds, with original maturities of three months or less from the date of purchase to be cash equivalents.

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Notes to Financial Statements**  
**June 30, 2015 and 2014**

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**Use of Estimates**

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The allowance for doubtful accounts on accounts receivable and the fair value of donated goods represent significant accounting estimates reflected in the accompanying financial statements. Actual results could differ from those estimates.

**Donated Goods**

Donated goods are recorded as revenues and assets (at fair value when received) and expenses (when used) on the statement of operations and changes in net assets. Food stamps are recorded at face amount, which is the same as fair value, as revenues and assets and are charged to resident sustenance when expended.

**Property and Equipment**

Property and equipment are stated at cost, if purchased, or if donated, at fair value at the date of gift, less accumulated depreciation and amortization. PH New England capitalizes assets acquired for greater than \$1,000 and with useful lives greater than three years. Depreciation is computed on the straight-line basis over the estimated useful lives of the assets as follows:

Buildings and improvements	4 - 40 years
Furniture, fixtures and equipment	3 - 7 years
Computer equipment and vehicles	3 - 5 years

Furniture, fixtures and equipment acquired under capital lease arrangements are amortized on the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

**Statement of Operations and Changes in Net Assets**

PH New England's operating income includes all unrestricted revenues and expenses. Other items include depreciation on non-operational assets and losses on disposals of capital assets. The statement of operations and changes in net assets also includes the caption "excess of (deficiency in) revenues over expenses," which is the performance indicator. Other changes in net assets, which are excluded from the performance indicator, consistent with industry practice, include restricted contributions (including assets acquired using contributions which by donor restriction are to be used for the purposes of acquiring such assets).

**Revenue and Support**

Contributions (including unconditional promises to give) are recorded at fair value when received. Revenues and expenses relative to special events are recognized upon occurrence of the respective event. Contributions received with donor stipulations that limit the use of the donated assets are reported as either temporarily or permanently restricted support. Unconditional promises to give, with payments due in future years, are reported as either temporarily restricted or permanently restricted support and discounted to present value. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is fulfilled, temporarily restricted net assets are reclassified to unrestricted net assets and reported on the



**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Notes to Financial Statements**  
**June 30, 2015 and 2014**

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statement of operations and changes in net assets as net assets released from restrictions. Contributions restricted by donors for the acquisition of property and equipment are released from their restrictions when the respective assets are acquired or constructed and placed into service. Such contributions and related releases are reported below the operating indicator, "excess of (deficiency in) revenues over expenses."

**Special Events Revenue**

Special events revenue consists of proceeds from fund-raising events, reported net of direct donor benefits, if any. Revenue and related expenses are recognized upon occurrence of the respective events to which they pertain. For the years ended June 30, 2015 and 2014, direct benefits to donors totaled approximately \$13,578 and \$0, respectively.

**Government Contract Revenue**

PH New England's contracts and other program funding arrangements with government agencies are classified as part of operating activities within the unrestricted net asset category and revenue is recognized when earned. PH New England operates under various contracts with government agencies which generally cover a one-year period, subject to annual renewal. The terms of these contracts allow the grantors the right to audit the costs incurred thereunder and adjust contract funding based upon, among other things, the amount of program income received. Any costs disallowed by the grantor would be absorbed by PH New England and any adjustments by grantors would be recorded when amounts are known; however, it is the opinion of management that disallowances, if any, would not be material to the accompanying financial statements.

**Client and Third Party Revenue**

Inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed based on pre-determined rates. Medicaid and managed Medicaid approximated 56% and 33% of total client and third-party revenue for the years ended June 30, 2015 and 2014, respectively. Contracts have been entered into with commercial insurance carriers and reimbursement is based on contracted rates.

Laws and regulations governing healthcare programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near-term. Noncompliance with such laws and regulations could result in fines, penalties, and exclusion from such programs. The federal government and many states have aggressively increased enforcement under Medicaid antifraud and abuse legislation. PH New England believes that it is in compliance, in all material respects, with all applicable laws and regulations and, is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation.

Noncompliance with such laws and regulations could result in repayments of amounts improperly reimbursed, substantial monetary fines, civil and criminal penalties and exclusion from the Medicaid program.

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2015 and 2014

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### Concentration of Credit Risk

Financial instruments that potentially subject PH New England to concentrations of credit risk consist principally of cash and cash equivalents. PH New England maintains its cash and cash equivalents in various bank deposit accounts that, at times, may exceed federally insured limits. PH New England's cash and cash equivalents have been placed with high credit quality financial institutions at June 30, 2015 and 2014, and PH New England believes the risk of nonperformance by these financial institutions to be remote.

PH New England provides drug and alcohol rehabilitation services through its inpatient and outpatient care facilities. PH New England grants credit without collateral to clients, however, it routinely obtains assignment of (or is otherwise entitled to receive) clients' benefits payable under their respective health insurance programs, plans, or policies (e.g., Medicaid and commercial insurance providers).

Amounts due from government agencies and other receivables by financial class as a percentage of total accounts receivable at June 30, 2015 and 2014, are as follows:

	<u>2015</u>	<u>2014</u>
Medicaid/Managed Medicaid	63 %	18 %
Commercial insurance	27	29
Other third-party payors	10	50
Self-pay	-	3
	<u>100 %</u>	<u>100 %</u>

### Income Taxes

Guidance in the area of "Accounting for Uncertainty in Income Taxes," under the Financial Accounting Standards Board ("FASB") Accounting Standard Codification, clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This standard provides that the tax effects from an uncertain tax position can be recognized in the financial statements only if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The standard also provides guidance on measurement, classification, interest and penalties, and disclosure. The adoption of this standard by PH New England did not have an impact on its financial statements. The tax years ended 2012, 2013, 2014 and 2015 are still open to audit for both federal and state purposes. PH New England has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it has nexus; and, to identify and evaluate other matters that may be considered tax positions.

### Subsequent Events

PH New England evaluated its subsequent events through September \_\_\_, 2015, the date these financial statements were available to be issued.

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2015 and 2014

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### 3. RELATED PARTY TRANSACTIONS

PH New England is charged for administrative services provided by its Parent based upon a cost allocation plan. The administrative expenses charged by the Parent approximate the federally approved indirect cost rate for the Parent and its affiliates on a consolidated basis, adjusted to reflect PH New England's own administrative expenses. For each of the years ended June 30, 2015 and 2014, such allocated charges totaled \$519,000, and are included as part of administrative charges from Parent expense on the accompanying statements of operations and changes in net assets.

Amounts reflected as due to Parent on the accompanying statements of financial position of approximately \$4,620,000 and \$2,318,000 as of June 30, 2015 and 2014, respectively, relate to costs incurred by PH New England, but paid for by the Parent.

### 4. CONTRIBUTIONS RECEIVABLE, NET

At June 30, 2015 and 2014, PH New England's contributions receivable, net, consists of the following:

	<u>2015</u>	<u>2014</u>
Amounts expected to be collected:		
In less than one year	\$ 43,860	\$ 81,931
In one to three years	<u>15,000</u>	<u>25,000</u>
	58,860	106,931
Less: Discount to present value (at a rate of 4.01%)	<u>(1,396)</u>	<u>(1,396)</u>
	<u>\$ 57,464</u>	<u>\$ 105,535</u>

Multi-year pledges received are recorded at the present value of their expected future cash flows using a credit adjusted discount rate which articulates with the collection period of the respective pledge. Discount rates assigned to multi-year pledges in the year of origination are not subsequently adjusted.

### 5. NOTES RECEIVABLE

During May 2012, PH New England entered into a lease, with no stated rental payments due, and a promissory agreement with Central Vermont Community Land Trust ("CVCLT"), a non-profit corporation existing under the laws of the State of Vermont. In conjunction with a new program, PH New England agreed to lease a facility from CVCLT for twenty years. As part of the lease agreement, PH New England entered into a non-interest bearing note of \$100,000 payable by CVCLT and secured by a mortgage of and security interest in the property in Barre, Vermont. The principal of this note does not bear interest nor will any principal be due at any time during which the lease between PH New England and CVCLT is in effect and for a period beginning on the date of termination of the lease and ending on the last day of the twelfth calendar month after such date. The principal due shall be reduced by \$5,000 each year for the initial twenty year term of the lease, beginning with the commencement of the new program, beginning July 1, 2013. In the event the lease is in effect throughout the entire initial 20 year term, the note shall be deemed paid in full upon the conclusion of such term. In the event the lease terminates prior to the conclusion of the initial lease term, then the remaining principal shall be due and payable on the last day of the twelfth full calendar month following termination of the lease. Interest shall begin to accrue on such remaining

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2015 and 2014

principal balance beginning on the first day of the first month following the due date at a rate equal to the U.S. Department of the Treasury One Year Treasury Bill Rate in effect on the due date. At June 30, 2015 and 2014, the balance of this note receivable was \$95,000 and \$95,000, respectively.

During July 2010, PH New England entered into a lease and promissory agreement with Burlington Housing Authority (“BHA”), a housing authority existing under the laws of the State of Vermont and the City of Burlington. In conjunction with a new program, PH New England agreed to lease a facility from BHA for twenty-five years. As part of the lease agreement, PH New England entered into a non-interest bearing note of \$75,000 due and payable by BHA on the last day of the twelfth full calendar month immediately following the termination of the lease. Interest accrues on the principal balance of this note, beginning on the first day of the first month following the Due Date, at a rate equal to the One Year Treasury Bill rate in effect on that date. At June 30, 2015 and 2014, the balance of this note receivable was \$75,000. Total rent expense associated with the lease for this space totaled approximately \$52,000 for each of the years ended June 30, 2015 and 2014.

### 6. PROPERTY AND EQUIPMENT, NET

At June 30, 2015 and 2014, property and equipment, net, consists approximately of the following:

	<u>2015</u>	<u>2014</u>
Land	\$ 77,000	\$ 77,000
Buildings and improvements	10,950,000	9,485,000
Furniture, fixtures and equipment	1,482,000	1,163,000
Computer equipment	847,000	801,000
Vehicles	45,000	45,000
Construction-in-progress	<u>20,000</u>	<u>10,000</u>
	13,421,000	11,581,000
Less: Accumulated depreciation and amortization	<u>(7,421,000)</u>	<u>(6,854,000)</u>
	<u>\$ 6,000,000</u>	<u>\$ 4,727,000</u>

Included in property and equipment are assets acquired under a capital lease arrangement. At June 30, 2015 and 2014, furniture acquired under capital lease arrangements had a cost, each year, of approximately \$170,000, and accumulated amortization of approximately \$170,000 and \$160,000, respectively. Principal payments related to these capital leases totaled approximately \$12,000 and \$11,000, respectively, for the years ended June 30, 2015 and 2014. The capital lease bears interest at a rate of 8.2% with monthly payments through August 2015. The amount outstanding under this capital lease as of June 30, 2014 totaled approximately \$14,000, and was satisfied during fiscal 2015.

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Notes to Financial Statements**  
**June 30, 2015 and 2014**

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**7. LONG-TERM DEBT**

At June 30, 2015 and 2014, long-term debt consists of the following:

- On May 1, 2007, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$146,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate resets in the fifth year of the loan at a rate equal to the then 5-Year Treasury Constant Maturity rate plus an additional one hundred and seventy-five basis points (175) which resulted in a rate of 2.59% effective June 2012 through the term of the loan agreement in April 2017. The proceeds of the loan were used to purchase and renovate a building in Springfield, MA. Amounts due under the mortgage are secured by the property purchased. At June 30, 2015 and 2014, the balance of this mortgage payable was approximately \$82,000 and \$93,000, respectively.
- On July 18, 2008, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$200,000 due in 120 monthly installments with a final balloon payment, including interest amortized over fifteen years at a rate of 6.465%, through July 2018. On November 25, 2014, a modification was made to the loan agreement changing the interest rate to 3.99% effective November 19, 2014 and remaining fixed through the maturity date. All other terms and conditions of the Note remain the same. The proceeds of the loan were used to purchase and renovate a building in Holyoke, MA. Amounts due under the mortgage are secured by property in Springfield, MA. At June 30, 2015 and 2014, the balance of this mortgage payable was approximately \$130,000 and \$143,000, respectively.
- On October 1, 2014, PH New England entered into a loan agreement with Old Colony Realty, LLC in the amount of \$400,000 due in 48 monthly installments. The interest rate is fixed at 9.242%. The proceeds of the loan were used to renovate a building in Quincy, MA. At June 30, 2015, the balance of this mortgage payable was approximately \$343,000.
- On November 25, 2014, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$468,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate for years 1-5 is fixed at 3.99%. The interest rate resets in the sixth year of the loan at the Bank's Five Year Cost of Funds plus an additional two hundred and ten basis points (210) which will result in a rate to be determined that will be effective November 2019 through the term of the loan agreement in April 2024. The proceeds of the loan were used to renovate a building in Quincy, MA. Amounts due under the mortgage are secured by property in Providence, RI. At June 30, 2015, the balance of this mortgage payable was approximately \$459,000.

Approximate annual principal payments due on all debt are as follows for the years ended June 30:

2016	\$ 133,000
2017	203,000
2018	144,000
2019	143,000
2020	19,000
Thereafter	371,000
	<u>\$ 1,013,000</u>

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Notes to Financial Statements**  
**June 30, 2015 and 2014**

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**8. REVOLVING LOAN FUND**

In relation to the acquisition of RICAODD, PH New England assumed an agreement, the Rhode Island Revolving Loan Fund Project- R House, with the State of Rhode Island's Department of Mental Health - Retardation and Hospitals. The revolving loan fund program is a federally mandated program established to provide financial assistance loans to residents of group homes for recovering substance abusers. The State of Rhode Island has provided PH New England with \$100,000 to fund these interest-free loans. The revolving loan fund account increases with interest earned on funds on deposit and decreases as a result of uncollectible loans. The loan fund assets are recorded within cash and cash equivalents and other receivables on the accompanying statements of financial position. The loan is due to the State of Rhode Island upon dissolution of the program. Outstanding loans receivable as of June 30, 2015 and 2014 totaled approximately \$6,400 and \$6,500, respectively.

**9. CLIENT AND THIRD-PARTY REVENUE**

For the years ended June 30, 2015 and 2014, client and third-party revenue consists approximately of the following:

	<u>2015</u>	<u>2014</u>
Healthcare services	\$ 6,260,000	\$ 2,811,000
Food stamps	96,000	174,000
Private insurance and client payments	3,666,000	3,789,000
Client fees	694,000	1,055,000
School lunch program	45,000	75,000
Education, tutoring, and other	140,000	201,000
	<u>\$ 10,901,000</u>	<u>\$ 8,105,000</u>

**10. TEMPORARILY RESTRICTED NET ASSETS**

At June 30, 2015 and 2014, temporarily restricted net assets are available for the following purposes:

	<u>2015</u>	<u>2014</u>
Capital initiatives	\$ 16,000	\$ 13,000
Program initiatives	107,000	96,000
	<u>\$ 123,000</u>	<u>\$ 109,000</u>

For the years ended June 30, 2015 and 2014, net assets totaling approximately \$93,000 and \$191,000, respectively, were released in satisfaction of donor-imposed restrictions for program and capital initiatives.

**11. TAX-DEFERRED ANNUITY PLAN**

PH New England has a tax-deferred annuity plan, which is sponsored by the Parent, for all eligible employees under Section 403(b) of the Code. PH New England makes contributions equal to 3% to 10%

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2015 and 2014

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of each active participant's compensation, based on years of service, as defined in the plan agreement. Total contributions to this plan by PH New England for fiscal 2015 and 2014, totaled approximately \$453,000 and \$500,000, respectively, and are recorded as part of employee benefits and payroll taxes on the accompanying statements of operations and changes in net assets.

### 12. FUNCTIONAL EXPENSES

PH New England provides drug and alcohol rehabilitative healthcare services to clients and related support activities as further described in Notes 1 and 2. Expenses related to providing these services, included in the accompanying statements of operations and changes in net assets for the years ended June 30, 2015 and 2014, are as follows:

	<u>2015</u>	<u>2014</u>
Residential treatment services	\$ 14,157,410	\$ 13,795,221
Ambulatory treatment services	3,275,886	3,270,394
Healthcare services	4,223,398	2,523,228
Administration and general	3,081,891	3,109,688
Fundraising	<u>138,115</u>	<u>125,303</u>
Total expenses	<u>\$ 24,876,700</u>	<u>\$ 22,823,834</u>

### 13. COMMITMENTS AND CONTINGENCIES

#### Lease Commitments

PH New England leases facilities, vehicles and other equipment under various non-cancelable operating leases expiring at various dates through fiscal 2025. Total expense under these leases was approximately \$1,149,000 and \$927,000 for the years ended June 30, 2015 and 2014, respectively.

Future minimum rental payments due are approximately as follows for the years ended June 30:

2016	\$ 1,120,000
2017	905,000
2018	780,000
2019	781,000
2020	403,000
Thereafter	<u>2,003,000</u>
	<u>\$ 5,992,000</u>

In addition, PH New England rents certain facilities under operating leases on a month-to-month basis. Rent expense relating to these month-to-month leases totaled approximately \$390,000 and \$312,000 for the years ended June 30, 2015 and 2014, respectively.

# PHOENIX HOUSES OF NEW ENGLAND, INC.

## Notes to Financial Statements

June 30, 2015 and 2014

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### **Litigation**

PH New England is contingently liable under various claims which have arisen in the ordinary course of its business. In the opinion of management, the claims will be defended as appropriate and, in certain cases, are adequately covered by insurance. PH New England believes that the resolution of these matters will not have a material effect on its financial position, changes in net assets or cash flows.

### **Other**

PH New England's title to the facility located in Exeter, RI, is subject to a right of reversion held by the State of Rhode Island if PH New England, or its designee, fails at any time within 25 years from the date of execution of the deed to comply with all the terms and conditions set forth in the deed and related attachments. The deed was executed on November 20, 1990. The terms of the deed include, among other pertinent provisions, that the property be used to provide long-term residential drug dependency treatment, provide for the increase of current drug dependency treatment slots, conduct research into efficient treatment methods and length of stay, and provide individual and group counseling and training. PH New England believes that it has and will continue to operate this facility consistent with these stated purposes and has included this facility within property and equipment on the accompanying statements of financial position.



**SUPPLEMENTARY INFORMATION**

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Supplemental Information - Schedule of Functional Expenses**  
**For the year ended June 30, 2015**

	Program Services			Supporting Services			
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund-raising	Total
Salaries	\$ 6,643,037	\$ 2,015,387	\$ 2,026,292	\$ 10,684,716	\$ 1,341,707	\$ 65,800	\$ 12,092,223
Employee benefits and payroll taxes	1,705,436	529,969	507,256	2,742,661	319,463	16,442	3,078,566
Consulting and contractual services	956,109	150,902	435,816	1,542,827	402,644	5	1,945,476
Resident sustenance	947,424	-	300,374	1,247,798	-	-	1,247,798
Occupancy costs	1,569,626	283,878	275,836	2,129,340	185,810	10,221	2,325,371
Vehicle costs	166,237	13,474	11,090	190,801	66,887	-	257,688
Communications	396,657	85,090	69,958	551,705	55,488	5,345	612,738
Office and program supplies	418,702	48,218	249,612	716,532	58,557	27,538	802,627
Insurance	181,571	30,219	44,535	256,325	7,227	634	264,186
Travel	131,279	55,242	48,934	235,455	36,865	2,543	274,863
Interest	28,226	-	16,993	45,219	3,630	-	48,849
Miscellaneous	126,180	24,601	38,446	189,227	59,392	8,083	256,702
Repairs and maintenance	444,321	24,518	118,334	587,173	20,172	935	608,280
Depreciation and amortization	442,605	14,388	79,922	536,915	4,849	369	542,133
Administrative charges from Parent	-	-	-	-	519,200	-	519,200
Total expenses reported by function	\$ 14,157,410	\$ 3,275,886	\$ 4,223,398	\$ 21,656,694	\$ 3,081,891	\$ 138,115	\$ 24,876,700

*This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.*

**PHOENIX HOUSES OF NEW ENGLAND, INC.**  
**Supplemental Information - Schedule of Functional Expenses**  
**For the year ended June 30, 2014**

	Program Services				Supporting Services			Total
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund-raising	Total	
Salaries	\$ 6,682,582	\$ 2,008,935	\$ 1,295,805	\$ 9,987,322	\$ 1,388,751	\$ 69,769	\$ 11,445,842	
Employee benefits and payroll taxes	1,966,771	594,111	379,656	2,940,538	439,098	19,833	3,399,469	
Consulting and contractual services	643,061	91,395	89,304	823,760	284,765	-	1,108,525	
Resident sustenance	814,652	-	151,475	966,127	-	-	966,127	
Occupancy costs	1,430,202	263,787	110,521	1,804,510	188,418	10,027	2,002,955	
Vehicle costs	185,225	12,963	4,365	202,553	72,657	-	275,210	
Communications	429,819	79,291	44,306	553,416	51,860	4,448	609,724	
Office and program supplies	372,738	60,586	157,960	591,284	63,446	9,705	664,435	
Insurance	177,315	31,332	33,810	242,457	9,649	782	252,888	
Travel	106,897	63,490	57,823	228,210	42,463	4,229	274,902	
Interest	13,808	-	-	13,808	-	-	13,808	
Miscellaneous	158,427	13,906	7,326	179,659	33,176	5,647	218,482	
Repairs and maintenance	452,492	25,873	94,245	572,610	11,706	494	584,810	
Depreciation and amortization	361,232	24,725	96,632	482,589	4,499	369	487,457	
Administrative charges from Parent	-	-	-	-	519,200	-	519,200	
Total expenses reported by function	<u>\$ 13,795,221</u>	<u>\$ 3,270,394</u>	<u>\$ 2,523,228</u>	<u>\$ 19,588,843</u>	<u>\$ 3,109,688</u>	<u>\$ 125,303</u>	<u>\$ 22,823,834</u>	

*This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.*

PHOENIX HOUSES OF NEW ENGLAND  
Board of Directors  
Official List

CHAIRPERSON

SHERI L. SWEITZER

[REDACTED]

WILLIAM T. FISHER, Jr., Ed.D., MSW  
Director of Field Education  
Professor of Social Work

[REDACTED]

KEITH AUTHELET  
Chief Operating Officer  
Water Generating Systems

[REDACTED]

THE HONORABLE MAUREEN McKENNA GOLDBERG  
Associate Justice  
Rhode Island Supreme Court

[REDACTED]

SCOTT BICKFORD  
Chief Executive Officer  
Air Planning, LLC

[REDACTED]

PETER H. HURLEY  
Peter H. Hurley Real Estate

[REDACTED]

RACHEL KAPLAN CALDWELL  
Associate Legal Counsel  
Health Care & Regulatory  
CVS Caremark

[REDACTED]

DANIEL J. JAEHNIG  
News Anchor  
NBC 10

[REDACTED]

SEAN T. COTTRELL  
Vice President  
Starkweather & Shepley Insurance Brokerage, Inc.

[REDACTED]

RANDY R. MARTINEZ  
Director, Diversity Strategy and Management  
CVS Caremark

[REDACTED]

ALAN ELAND  
Senior Vice President, COO, North America  
GTECH and GPC

[REDACTED]

LUIS MERCADO  
Vice President, Corporate Inventory Management  
Corporate Officer of CVSHealth

[REDACTED]

PETER H. OTTMAR  
TWOBOLT, Principal Owner  
WGS, Chief Executive Officer

[REDACTED]

DONALD P. WOLFE  
Executive Director  
McAuley Corporation

[REDACTED]

# Patrick B. McEneaney



## Work Experience

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2008 – Present: Phoenix Houses of Florida

1999 - Present: Phoenix Houses of New England

*Senior Vice President, Regional Director*

Responsible for the fiscal, clinical and administrative operation of two organizations that encompasses fifty programs in forty-seven sites located in seven states.

- Develops short and long range goals and objectives for the organizations.
- Establishes policy that reflects the agency's mission and Board directives.
- Oversees the fiscal integrity of the agencies.
- Supervises senior staff.
- Interacts with state and community officials to affect the delivery of quality behavioral healthcare services.
- Has grown the New England region from \$7.1 million in revenue in 1999 to approximately \$19 million in Fiscal Year 2009 with surpluses during each of the past five fiscal years.
- Has stabilized the Florida regional budget and is securing additional revenue streams.

1998-1999      Consultant

Glastonbury, CT

*Private Consultant*

Provided services related to human resources to the health care industry.

1986-1998      Catholic Medical Center

Jamaica, NY

*Vice President, Human Resources*

Responsible for human resources administration in a 1300 bed, multi facility health care delivery system with over 6700 employees.

- Supervised forty-five corporate and facility based staff
- Assisted in the development and administration of a \$350 million dollar compensation budget.
- Acted as chief labor negotiator and maintained productive relationships with eight unions.
- Developed deferred compensation programs and acted as Management Trustee for pension funds in excess of \$4 billion in assets.

- Played a leadership role in ensuring compliance with regulatory mandates.

1979-1986 St. John's Queen's Hospital Division Elmhurst, NY

*Director of Personnel*

Catholic Medical Center

Jamaica, NY

*Associate Director, Personnel and Labor Relations*

Positions held concurrently. Responsible for human resources and labor relations.

- Revised HR policies and introduced new orientation and staff development programs.
- Developed an innovative information system.
- Developed and administered annual operating budget.
- Established and maintained excellent working relationships with union representation and improved procedures for conflict resolution.

1976-1979 Catholic Medical Center Jamaica, NY

*Various Human Resource positions*

Positions held included Affirmative Action Coordinator, Director of Labor Relations, and Assistant Personnel Director.

1993-1999 St. John's University Jamaica, NY

## **Education**

1990 Baruch College, City University of New York  
*Executive MBA*

1984 Cornell University, Ithaca, NY  
*Labor Relations Certificate Program*

1975 Queens College, City University of New York

# RESUME

Richard C. Turner

[REDACTED]  
[REDACTED], VT 05603

## EDUCATION

M.P.A. University of Vermont, Burlington, VT - 1991

B.A. Baldwin Wallace College, Berea, Ohio - 1971  
Major: Sociology; Minor: Philosophy

Many hours and a variety of specialized management and supervisory training programs

## EMPLOYMENT

**3-1-06 to present** Vice President and Senior Program Director, Vermont and New Hampshire Phoenix Houses New England, Inc.  
99 Wayland Ave.  
Providence, RI 02906

Executive leadership, management, program development, and customer relation activities for the Phoenix house programs in the state of Vermont. Vermont and New Hampshire operate Transitional Living Houses, residential programs outpatient services, an adolescent program, a first time DWI educational program, an evidence based curriculum program for the VT Department of Corrections and an in prison women's substance abuse services program..

**1-2005 to present** President, Richard Turner Consulting, LLC

[REDACTED]  
[REDACTED]

Principle owner of a consulting company that has helped agencies organize and manage their operations. Work projects since the agency began have been:

- Facilitating a physical plant strategic plan with Maple Leaf Farm, a residential substance abuse treatment facility.
- Coordinating a substance abuse coalition in Burlington, VT,
- Serving as an Interim Director of Central Vermont Substance Abuse Services, a non profit outpatient substance abuse clinic, in Barre, VT.



- Managing a project on developing a universal screening process for adolescent co-occurring disorders for Washington County, VT

**10-2003 – 10-2004**     Executive Director of Maple Leaf Farm, Associates  
 PO Box 120  
 10 Maple Leaf Rd.  
 Underhill, VT 05489

Executive leadership and management activities for a 33 bed, non-profit substance abuse treatment facility. Medical detoxification and a clinical treatment are the primary activities for the facility. Regular interaction with the Board of Directors and community stakeholders was important and negotiating with revenue providers and fundraising was conducted regularly.

**1992 – 2013**             Adjunct Instructor  
 Community College of Vermont  
 Trinity College  
 University of Vermont  
 Champlain College  
 Burlington, Vermont

Part time faculty teaching “Introduction to Corrections”; “Correctional Management”; “Juvenile Justice”; “Addictions and Substance Abuse”; and “First Year Seminar” at the above Colleges. Most recent teaching has been at Champlain College.

**1992 – 10-2003**         Director of Correctional Services,  
 Vermont Department of Corrections,  
 103 South Main Street, Waterbury, VT  
 Supervisor: Steven Gold, Commissioner

Executive responsibility for all correctional services for the Vermont Department of Corrections. Correctional Services include all offender education, program services, work programs, security and supervision conducted in nine correctional facilities and eighteen district offices. Offenders include pre-trial detainees, probationers, incarcerated to short-term and long-term status, pre-release, work release, furloughes, intermediate sanctions and parolees. Duties are conducted through direct supervision of Department executives and operating managers. Fiscal year 2003 operating budget - \$95 million, 12,000 probationers and parolees, 2,000 incarcerated, 1500 on intermediate sanction and 1000 employees. Primary leader in the organizational structure, primary leader in the service delivery structure. Retired in October of 2003.

1972 - 1992

Director of Security and Operations, Superintendent, Assistant Superintendent, Casework Supervisor, Caseworker, Residential Treatment Counselor and Correctional Officer

Vermont Department of Corrections

103 South Main Street, Waterbury, VT

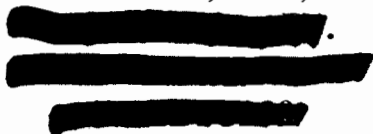
Supervisor: Thomas E. Perras, Deputy Commissioner

Responsibilities included executive management and policy level direction setting for the Department's correctional institutions and probation and parole Offices. Direct supervision of four Area Managers and the Division of Correctional Services central office staff. Primary program and design developer for two 350 bed medium security institutions, a 100 bed Work Camp, and a variety of other construction projects. Other responsibilities during the career included executive supervision of a couple of correctional facilities, major correctional program development activities and a variety of direct service activities in the beginning of the career; one of which was a Residential Treatment Counselor in a minimum security correctional facility that provide substance abuse counseling for alcohol and drug related offenders.

### **RESEARCH AND PROFESSIONAL PROJECTS**

- 1974 Faculty member of the New England School of Alcohol Studies.
- 1981 Member of a major task force researching the treatment of the sex offender. Funded by the National Institute of Corrections.
- 1988 Co-author of A Practitioner's Guide to Treating the Incarcerated Male Sex Offender, U.S. Department of Justice, National Institute of Corrections.
- 1996 Presentation: Roundtable - Restorative Justice in Action: Vermont's Innovative Reparative Probation Program, the American Society of Criminology, 48th annual meeting, Chicago, IL.
- 1999 Co-Author, "Race Matters within the Vermont Prison System", Race, Class, Gender and Justice in the United States, Allyn and Bacon, Boston, MA

# Peter A. Dal Pra LADC, LCS, ICADC, ICCS



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## EDUCATION

New Hampshire Technical Institute  
Concord, New Hampshire  
Associate in Science Degree in Human Services with a Major in Alcohol and  
Drug Abuse Counseling.  
Received May 20, 1994 with Honors.

## PROFESSIONAL EXPERIENCE

March 2, 2009 To Present	Phoenix Houses of New England Franklin, Northfield, Dublin NH Program Director
July 2000 to Present	DalPra Counseling Services Subcontracting with: Reentry Resources Counseling-Manchester, NH
Jan. 2002 to Nov. 2008	Serenity Place, Manchester NH Interim Executive Director Clinical Director/Supervisor
Apr. 2001 to Jan. 2002	Community Alliance for Teen Safety-Teen Resource Exchange, Derry NH Alcohol & Drug Counselor
Oct. 1997 to May 2001	NH Division of Alcohol and Drug Abuse Prevention & Recovery Chemical Dependency/ HIV AIDS/Prevention Case Manager
Sept. 1997 to June 2000	Southeastern NH Services, Dover NH NH State Certified IDIP Instructor
Sept. 1994 to Oct. 1997	Nashua Public Health Department, Nashua, New Hampshire HIV/AIDS Street Outreach Worker.
July 1994 to Feb. 1995	Seaborne Hospital, Dover, New Hampshire Adult/Adolescent Units Counselor I
Feb. 1993 to Nov. 2008	Serenity Place-REAP, Manchester, New Hampshire NH State Certified IDIP Instructor

## PROFESSIONAL SOCIETIES

May 1998	NAADAC National Association of Addiction Professionals
May 1998	NHADACA NH Association of Alcoholism and Drug Abuse Counselors

## PERSONAL

Adjunct Faculty NH Technical Institute, Concord NH  
Licensed Alcohol and Drug Abuse Counselor, March 1998 Lic. # 0439  
Licensed Clinical Supervisor, August 2006 Lic # 029  
Internationally Certified Alcohol & Drug Counselor ICADC # 19095  
Internationally Certified Clinical Supervisor ICCS # 01965  
Nationally Certified Trainer:  
    “Preventing HIV Disease Among Substance Abusers”.  
    “Reaching Adolescents with Risk Free Messages”.  
Faculty New England Institute of Addiction Studies (NEIAS) 2007, 2008, 2009,  
2010, 2012, 2013, 2014, 2015  
Past President Board of Directors-Manchester NH East Little League  
Past Member Board of Director-Manchester East Little League  
Past President- NH Alcohol and Drug Abuse Counselors Association 2004-06  
Past President NH Alcohol and Drug Abuse Counselors Association 2013-15  
Co-Chair Legislative Policy Committee- NH Alcohol and Drug Abuse  
Counselors Association  
Former Member NH Board of Alcohol & Other Drug Abuse Professional  
Practice-Peer Review Committee  
Former Member Board of Directors- Southern NH AIDS Task Force  
Former Member Health & Safety Committee Greater Nashua Red Cross  
Senior Staff-NH Teen Institute Summer Program 1999-2013  
Co-Director NH Teen Institute Summer Program 2006, 2009, 2010, 2011, 2012,  
2013  
Certified “Challenge Course Instructor”  
Advisory Board Member Southern NH Integrated Health Care Program  
Member Demand Treatment Coalition  
Member Northern Hillsborough County Coalition  
Certified Instructor PRIME for LIFE  
2003 Jefferson Award Recipient  
Former Board of Director-NH Alcohol and Other Drug Service Providers  
Association  
Former Member Governor’s Commission on Alcohol Prevention, Intervention  
and Treatment-Treatment Task Force  
Former Member Mobile Community Health Team Project-Homeless Healthcare  
Advisory Board  
Governor Lynch Appointee to the Commission to Examine Driving  
While Impaired (DWI) Education and Intervention Programs  
2007 and 2011 Legislative Advocate Award Recipient from NHADACA  
2009 Lifetime Advocacy Award Recipient from NHADACA  
2010-Present Governor Lynch and Governor Hassan Appointee to the NH Board  
of Alcohol and Other Drug Abuse Professionals  
2015 Chair NH Board of Alcohol and Other Drug Abuse Professionals  
Certified Crisis Prevention Institute (CPI) Trainer  
Certified HCV Basic Educator  
Certified Recovery Coach Trainer

## REFERENCES

Available upon request

# Jennifer Parker

## Objective

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To continue employment at Phoenix House.

## Experience

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March 2015 to Present      Phoenix House Transitional Living,      Northfield, NH  
Cornerstone

### Program Director

- Licensed Alcohol and Drug Counselor as of December 8<sup>th</sup>, 2011
  - Lead education groups, process groups, individual sessions
  - Trained in Seeking Safety, Motivational Interviewing, Dialectical Behavior Therapy
  - Completing paperwork including: intake, ASI, progress notes, discharge summaries
  - Working towards Licensed Clinical Supervisor credential, provide supervision to non-licensed staff
  - Managing all staff, hiring, termination
  - Involved in Franklin Mayor's Drug Task Force, United Way Capital Area Public Health Network
- 

August 2008 to March      Phoenix House Franklin Center      Franklin, NH  
2015

### Assistant Director

- Licensed Alcohol and Drug Counselor as of December 8<sup>th</sup>, 2011
  - Lead education groups, process groups, individual sessions
  - Trained in Seeking Safety, Motivational Interviewing
  - Completing paperwork including: intake, ASI, progress notes, discharge summaries
  - Working towards Licensed Clinical Supervisor credential
  - Assistant at Phoenix House Sober Living Center at Cornerstone
  - Involved in Franklin Mayor's Drug Task Force, United Way Capital Region Community Prevention Coalition
- 

November of 2003-      Centerplate (Boston Culinary Group and      Gilford, NH  
December of 2010      Keiley's) At Gunstock Mountain Resort

### Line Cook, Cashier, and Wait Staff

- Operate the cash register
  - Customer Service
  - Short order cooking, prepping food, supervising buffet lines during functions
  -
- 

June of 2007- August      The Lodge at Belmont      Belmont, NH  
of 2008 (Seasonal)

~~2007 Jenn~~  
**Jennifer Parker**

**Assistant Racing Secretary**

- Help operate the racing department
- Help manage approximately twenty staff, responsible for hiring and terminating employees
- Completing hire paperwork, paperwork for social security

**Education**

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September of 2005 to                      New Hampshire Technical Institute                      Concord, NH  
May of 2008

**Associates in Science- Addiction Studies**

- Graduated honors with 3.38 GPA
- Vice President of The Human Services Club
- Member of the Student Leadership Team
- Awarded the Glenn Brewster Award for achievement in my degree major

September of 2010-                      Plymouth State University                      Plymouth, NH  
May 2013

**Bachelor's in Psychology- Concentration in Mental Health Candidate**

- Completed six semesters (three with honors)

September 2014- present                      Southern New Hampshire University                      Manchester, NH

**Bachelor's in Psychology- Concentration in Addiction Studies Candidate**

- Completed seven terms
- 3.85 current GPA
- Candidate for National Society of Leadership and Success

**Other Community Involvement**

September 2011- Present                      Belmont Bogie Busters                      Belmont, NH  
Director from March 2012- Present

- Responsible for overseeing voting
- Organize and run fundraisers throughout the community to benefit Camp Sno Mo (Easter Seals of NH)
- Participate in Old Home Day festivities
- Help maintain snowmobile trails in Belmont

**References**

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References are available on request.

## CONTRACTOR NAME

### Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Richard Turner	Vice President, NH and VT		0%	0
Jayson Pratt	Vice President Clinical Affairs		0%	0
Peter Dalpra	Dublin Program Director	\$62,000	68%	\$42,160
Patrick McEneaney	Senior Vice President, Executive Director		0%	0
Jennifer Parker	Cornerstone Program Director	\$35,000	100%	\$35,000



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

State of New Hampshire  
Department of Health and Human Services  
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #108) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on December 23, 2014 (Item #16), and (Amendment #4 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$5,271,303.50.
3. Add Exhibit A-1, Scope of Services
4. Delete in its entirety, Exhibit B Amendment #4, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #5, Method and Conditions Precedent to Payment.





New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7/30/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Phoenix Houses of New England, Inc.

7/23/15  
Date

Patrick B. McEneaney  
NAME PATRICK B. McENEANEY  
TITLE PRESIDENT & CEO

Peter H. Hurley  
Peter Hurley | TREASURER

Acknowledgement:

State of RHODE ISLAND, County of PROVIDENCE on JULY 23, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Ena Paradysz NOTARY  
Name and Title of Notary or Justice of the Peace



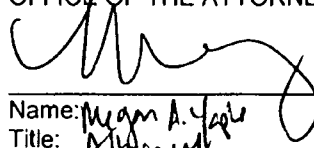


New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/3/15  
Date

  
Name: Megan A. Jopie  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Handwritten signature of the contractor.

7/16/15

New Hampshire Department of Health and Human Services  
Improving Current Services and Expanding Capacity for New Services  
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A-1

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

*Bsm*

*2/16/15*



## Method and Conditions Precedent to Payment

### I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

#### A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$781,014.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

#### B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed \$20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

### II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and

*AM*

7/16/15



within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
<b>Contractor's Services</b>	<b>Substance Use Disorder Treatment and Recovery Services</b>	<b>DHHS Established Rate</b>	<b>Service Limit</b>
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
X	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount



Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	\$30 per hour per staff person	Up to \$3,360.00

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post



discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.





**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation,



can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

**IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services**

- A. Payment for said services shall be made as follows:
- i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
  - ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.  
The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
- C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.
- D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

*[Handwritten Signature]*  
2/14/15

## CERTIFICATE OF VOTE

I, Peter H. Hurley, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Phoenix Houses of New England  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on May 21, 2015:  
(Date)

**RESOLVED:** That the President and Chief Executive Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the    day of July 27, 2015.  
(Date Contract Signed)

4. Patrick B. McEaney is the duly elected President and Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF Rhode Island

County of Providence

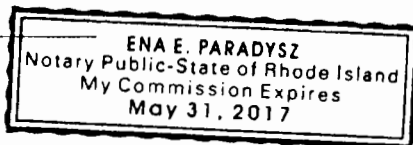
The forgoing instrument was acknowledged before me this    day of July 27, 2015.

By Peter H Hurley  
(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public Justice of the Peace)

Notary Public

Commission Expires: \_\_\_\_\_





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**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #108) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) and (Amendment #3 to the Contract) approved on December 23, 2014 (Item #16) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$5,251,303.50.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #3, Scope of Services and replace with Exhibit A Amendment #4, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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8. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
9. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
10. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
11. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
12. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

mm  
at 6/8/15  
Date

for Kathleen A. Dunn, MPH  
Associate Commissioner

Phoenix Houses of New England, Inc.

6/5/15  
Date

Patrick B. McCreaney  
NAME PATRICK B. MCCREANEY  
TITLE PRESIDENT & CEO

Acknowledgement:

State of RHODE ISLAND, County of PROVIDENCE on JUNE 5, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

EMA E PARADYSZ  
EMA E PARADYSZ NOTARY  
Name and Title of Notary or Justice of the Peace

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/10/15  
Date

[Signature]  
Name: Wesley A. Young  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #4

Scope of Services

**A. Population Served**

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

**B. Required Treatment Services**

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	Treatment Services
X	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b> Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b> Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>



New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #4

Service Table	
Required Services	Treatment Services
X	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</b> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</b> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</p>
	<p><b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</b> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #4

Service Table	
Required Services	Treatment Services
X	<p><b>Recovery Support Services:</b>                      Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.                      Types of Recovery Support Services are listed below:</p>
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><b>Recovery Support Services</b> as identified above provided to pregnant &amp; parenting women.</p>
X	<p>Medication Assisted Treatment with Buprenorphine – Phase I                      The Contractor will develop a work plan, for DHHS approval, for integrating medication assisted treatment with buprenorphine into the treatment services denoted by an "X" described above. The Contract may seek technical assistance in developing this plan through the New Hampshire Center for Excellence. The Contractor will bill for staff time only, as described in Exhibit B, during Phase 1.                      The Contractor's work plan will include at a minimum the following:</p> <ul style="list-style-type: none"> <li>• The steps to be taken to begin offering medication assisted treatment with buprenorphine, including the responsible individuals and expected timing.</li> <li>• The provider(s) you will work with for prescription and medical oversight of buprenorphine, including a Memorandum of Understanding with each provider regarding billing and payment practices and how the parties will interact to ensure that integrated care is provided.</li> </ul>

C. Required Provisions for Services

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



**Exhibit A Amendment #4**

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- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

***Required Outreach:***

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed



**Exhibit A Amendment #4**

- by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
- a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
- a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment or
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

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codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

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related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

Publications (TAPs). These publications can be downloaded from  
<http://www.kap.samhsa.gov/products/manuals/index.htm>

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

**Publications Funded Under Contract:**

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

**Student Internships:**

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

**Staff Licensing Requirements:**

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

**Staff Certification Requirements:**

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.qencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

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toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

**Supervision:**

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. **New Hires:** The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. **Vacancies:** The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

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**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

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Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

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***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$ \$781,014.50 as follows:

- 48% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 23% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 29% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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*BSM*  
Date 6/5/15



Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days)/week
X	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days)/week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days)/week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days)/week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days)/week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days)/week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	\$30 per hour per staff person	Up to \$3,360.00

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.



\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

### III. Performance Incentives:

#### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.

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- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.



**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D Amendment #1



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

PR

Date

6/5/15

Name: PATRICK B. McNEANEY  
Title: PRESIDENT & CEO

Contractor Initials

PR

Date

6/5/15



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

Date 6/5/15

[Signature]  
Name: PATRICK B. McNEANEY  
Title: PRESIDENT & CEO

Contractor Initials [Signature]  
Date 6/5/15





Exhibit F Amendment #1

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*[Handwritten Signature]*  
Date 6/5/10



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

Date: 6/5/15

Name: PATRICK B. MCENEANEY  
Title: PRESIDENT & CEO

Contractor Initials: [Signature] Date: 6/5/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *PHOENIX HOUSES OF NEW ENGLAND*

Date 6/5/15

*[Signature]*  
Name: *PATRICK B. McENEANEY*  
Title: *PRESIDENT & CEO*



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*DRB*

*4/5/15*



- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

New Hampshire Department of Health and Human Services  
Exhibit I Amendment #1



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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials *ODM*

Date 4/15/15



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials *BM*

Date 6/5/14



New Hampshire Department of Health and Human Services  
Exhibit I Amendment #1



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Human Services  
The State

Marilee Nihan  
Signature of Authorized Representative

Marilee Nihan  
Name of Authorized Representative

Deputy Commissioner  
Title of Authorized Representative

6/9/15  
Date

PHOENIX HOUSES OF NEW ENGLAND, INC.  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

PATRICK B. McNEANEY  
Name of Authorized Representative

PRESIDENT & CEO  
Title of Authorized Representative

6/3/15  
Date

**CERTIFICATE OF VOTE**

I, PETER H. HURLEY, do hereby certify that:  
(Name of the elected Officer of the Agency, cannot be that of signatory)

1. I am a duly elected Officer of PHOENIX HOUSES OF NEW ENGLAND, INC.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on MAY 21, 2015:  
(Date)

RESOLVED: That the PRESIDENT & CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5<sup>th</sup> day of MAY, 2015.  
(Date Contract Signed)

4. PATRICK B. McENEANEY is the duly elected PRESIDENT & CHIEF EXECUTIVE OFFICER  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

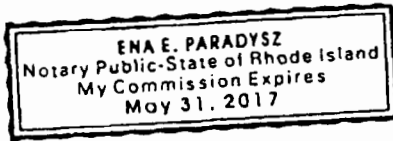
RHODE ISLAND  
STATE OF ~~NEW HAMPSHIRE~~  
County of PROVIDENCE

The forgoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2015.

By Peter H. Hurley  
(Name of Elected Officer of the Agency)  
SECRETARY

[Signature]  
(Notary Public, Justice of the Peace)

Commission Expires: 5/31/17



CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Patrick McEncaney	President & CEO		0%	0
Richard Turner	VP for VT and NH Programming		0%	0
Peter DalPra	Program Director Dublin Center	\$62,000	68%	\$42,160
Jennifer Parker	Program Director Cornerstone	\$35,000	100%	\$35,000
Samantha Nolte	Program Director Dublin Academy	\$50,000	100%	\$50,000

YU 16



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner

Diane M. Langley  
Director

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

December 8, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Sole Source

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to amend existing **Sole Source** agreements with two of fifteen vendors by increasing the price limitations by \$296,844, from \$22,333,404 to \$22,630,248 in the aggregate, for a continuum of substance abuse treatment services statewide, effective date of Governor and Executive Council approval through June 30, 2015. There is no change to the original end date of June 30, 2015. These agreements were originally approved by Governor and Executive Council on June 20, 2012, (Item 108 and 102), and were subsequently amended on June 5, 2013, (Item 102A), and on June 18, 2014, (Item 99). 46% Federal, 54% General.

Summary of contracted amounts by vendor:

Contractor	Current Budget	Increase/Decrease Amount	Revised Modified Budget
Child & Family Services, Manchester, NH	\$ 260,409	\$ 0	\$ 260,409
Concord Hospital, Concord, NH	\$ 223,218	\$ 0	\$ 223,218
Families First of the Greater Seacoast, Portsmouth, NH	\$ 86,766	\$ 0	\$ 86,766
Families in Transition, Manchester, NH	\$ 997,590	\$ 0	\$ 997,590
Grafton County, North Haverhill, NH	\$ 208,233	\$ 0	\$ 208,233
Greater Nashua Council on Alcoholism, Nashua, NH	\$ 4,070,835	\$ 0	\$ 4,070,835
Headrest, Inc., Lebanon, NH	\$ 754,350	\$ 0	\$ 754,350
Horizons Counseling Center, Inc., Gilford, NH	\$ 568,728	\$ 0	\$ 568,728
Manchester Alcoholism Rehabilitation Center, Manchester, NH	\$ 3,361,797	\$ 0	\$ 3,361,797
The Mental Health Center of Greater Manchester, Inc., Manchester, NH	\$ 81,342	\$ 0	\$ 81,342
Phoenix Houses of New England, Inc., Providence, RI	\$ 4,372,470	\$ 97,819	\$ 4,470,289
National Council on Alcoholism and Drug Dependence of Greater Manchester, Manchester, NH	\$ 1,297,404	\$ 0	\$ 1,297,404
Southeastern New Hampshire Alcohol and Drug Abuse Services, Dover, NH	\$ 3,989,508	\$ 0	\$ 3,989,508
Tri-County Community Action Program, Berlin, NH	\$ 1,835,715	\$ 199,025	\$ 2,034,740
The Youth Council, Nashua, NH	\$ 225,039	\$ 0	\$ 225,039
Totals	\$22,333,404	\$296,844	\$22,630,248

Funds to support this request are available in the following accounts in SFY 2015, with authority to adjust amounts within the price limitation without further approval from Governor and Executive Council.

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS**

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2015	102-500734	Contracts for Prog Svc	\$4,387,176	\$65,305	\$4,452,481
		Subtotal	\$4,387,176	\$65,305	\$4,452,481

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES**

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2015	102-500734	Contracts for Prog Svc	\$17,946,228	\$231,539	\$18,177,767
		Subtotal	\$17,946,228	\$231,539	\$18,177,767
		Grand Total	\$22,333,404	\$296,844	\$22,630,248

**EXPLANATION**

These **sole source** actions are requested to ensure the continued provision of a statewide continuum of substance abuse treatment services for SFY 2015. Two anticipated vendors declined to contract for the provision of these services, creating a coverage gap. These two amendments close the coverage gap, ensuring services are available statewide for the remainder of SFY 2015. In June 2014, the Department sought Governor and Executive Council approval for amendments with 15 of the affected vendors out of the original 17 that were formerly providing services. Two vendors chose not to continue their agreements, creating a gap in available services in the Monadnock and North Country regions. Tri County Community Action Program and Phoenix Houses of New England, Inc. have agreed to increase their service capacity for these regions ensuring that area residents in need of these services have sufficient access. In combination, the full statewide continuum of services will be provided to the population served. The entire statewide continuum of services includes community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, along with specialized treatment services for pregnant and parenting women and their children.

Funds provided through these agreements are used to support services for individuals who are not eligible for Medicaid or the NHHPP, and services not otherwise covered by Medicaid or the NHHPP. The target population for the services provided through these agreements are for individuals that are either unable to pay for services or able to pay only part of the cost of services, who have or are suspected of having an alcohol or other drug abuse problem, and who are residing in NH.

Should the Governor and Executive Council determine to not authorize this request individual access to these services for these two regions will continue to be diminished as a result of lower provider capacity – leaving people that suffer from substance use disorders waiting for services that could mean the difference between sobriety and overdose. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service may place that Block Grant in jeopardy.

Area served: Statewide

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
December 8, 2014  
Page 3 of 3

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14 and 54% General.

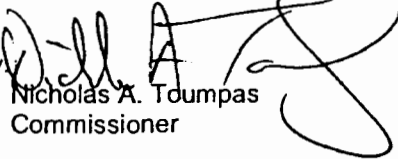
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Diane M. Langley  
Director

Approved by



Nicholas A. Toumpas  
Commissioner

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated this 12th day of November, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 108), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), and further amended by an agreement (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties;

WHEREAS, the State and the Contractor have agreed to add new services to the Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.8 to read \$4,470,289
- 2) Delete Exhibit A Amendment #2 and replace with Exhibit A Amendment #3
- 3) Delete Exhibit B Amendment #2 and replace with Exhibit B Amendment #3
- 4) Delete Exhibit C and replace with Exhibit C Amendment #1
- 5) Add Exhibit C-1
- 6) Delete Exhibit G and replace with Exhibit G Amendment #1

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

12/9/14  
Date

State of New Hampshire  
Department of Health and Human Services

Shirley L. Rock for  
Diane Langley  
Director

11/24/14  
Date

Phoenix Houses of New England, Inc.

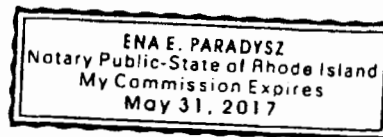
Patrick B. McEnaney  
NAME PATRICK B. MCENANEY  
TITLE SR. VP, REGIONAL DIRECTOR

Acknowledgement:

State of RHODE ISLAND, County of PROVIDENCE on Nov. 24, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

ENA E PARADYSZ  
Name and Title of Notary or Justice of the Peace





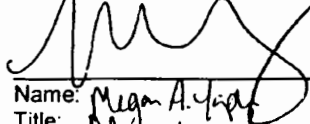


**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

12/10/14  
Date

OFFICE OF THE ATTORNEY GENERAL

  
Name: Megan A. Ladd  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #3

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

**Service Table** - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
X	<b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</b> – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</b> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #3

	pregnant & parenting women.
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<i>Recovery Support Services</i> as identified above provided to pregnant & parenting women.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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**C. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

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***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.



Exhibit A Amendment #3

- b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

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With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

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- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

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3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

---

clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

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***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

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1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

***Performance Measures:***

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

***Data and Reporting Requirements:***

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbs/sentinel.htm>

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

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of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.





**Exhibit A Amendment #3**

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Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Exhibit B Amendment #3

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services, and in accordance with Exhibit B Amendment #3.

For the period of July 1, 2014 to June 30, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$1,555,309 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #3, paragraph B. The following terms and conditions detailed in this Exhibit B Amendment #3 shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table** - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #3

X	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14; at least three percent (3%) of the funding for the period of July 1, 2014 to June 30, 2015 must be utilized for Outpatient and/or Intensive Outpatient Services.

**1. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the



**Exhibit B Amendment #3**

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time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A Amendment #3 section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit B Amendment #3**

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The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period, and at least three percent (3%) of the funding for the period of July 1, 2014 to June 30, 2015 must be utilized for Outpatient and/or Intensive Outpatient Services. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.



Exhibit B Amendment #3

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V. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

*Bjn*

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

11/24/14





Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$5,000,000.



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Amendment #3 Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

11/24/14

New Hampshire Department of Health and Human Services  
Amendment #3 Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: *PHOENIX HOUSES OF NEW ENGLAND, LLC*

11/24/14  
Date

*PB*  
Name: *PATRICK B McENEANEY*  
Title: *JR. VP, REGIONAL DIRECTOR*

Amendment #3 Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials *PB*

Date 11/24/14

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



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State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 108) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-29900000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$4,372,470
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/14  
Date

[Signature]  
NAME  
TITLE Director

Phoenix Houses of New England, Inc.

5/22/14  
Date

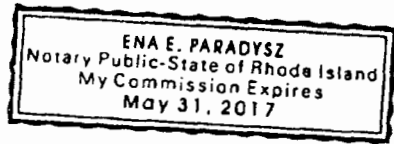
[Signature]  
NAME PATRICK B. McENEANEY  
TITLE SR VP, REGIONAL DIRECTOR

Acknowledgement:

State of RHODE ISLAND, County of PROVIDENCE on MAY 22, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace







New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

*Rosemary Wiant*  
Name: *Rosemary Wiant*  
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Contractor Initials: *M*  
Date: *5/22/17*



Exhibit A Amendment #2

Scope of Services

A. *Population Served*

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. *The Contractor shall provide treatment services as identified below:*

**Service Table** - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
	<i>Outpatient Treatment (ASAM Level 1)</i> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<i>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</i> – Outpatient Treatment as identified above provided to pregnant & parenting women.
	<i>Intensive Outpatient Treatment (ASAM Level 2.1)</i> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<i>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</i> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<i>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</i> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	<i>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</i> - Low-Intensity Residential Treatment as identified above provided to

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

	pregnant & parenting women.
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<b>Recovery Support Services</b> as identified above provided to pregnant & parenting women.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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**C. Required Services**

***Priority Admission:***

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

***Required Outreach:***

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

---

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

***Sliding Fee Scale:***

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPIIS Tobacco Prevention & Control Program (TPCP) and



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

---

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHIIS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHIIS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

---

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

***Evaluation:***

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

***Care Coordination:***

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



**Exhibit A Amendment #2**

---

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

---

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

---

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**ATR and Recovery Support Services:**

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

---

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Exhibit B Amendment #2

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$1,457,490 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table** - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
	Outpatient – Group	\$5.00/unit	
	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #2

X	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	<b>Recovery Support Services</b>		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	<b>Enhanced Services</b>	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

**1. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for



**Exhibit B Amendment #2**

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services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #2

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The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**V. Charitable Choice:**



Exhibit B Amendment #2

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Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate  
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909

FAX: 603-271-6105 TDD Access: 1-800-735-2964

102A <sup>JSM</sup>

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

52.6% Federal  
 47.4% General

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to exercise renewal options with vendors by increasing the price limitations by \$7,596,887 in aggregate from \$7,596,890 in aggregate to \$15,193,777 in aggregate for a continuum of substance abuse treatment services state-wide and extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later.

Summary of contracted amounts by vendor:

<u>Vendor</u>	<u>Amount</u>
Child and Family Services of New Hampshire	\$86,803
Concord Hospital, Inc.	\$74,406
Families First of the Greater Seacoast	\$28,922
Families in Transition	\$332,530
Greater Nashua Council on Alcoholism	\$1,356,945
Headrest, Inc.	\$251,450
Horizons Counseling Center, Inc.	\$189,576
Manchester Alcoholism Rehabilitation Center	\$1,120,599
The Mental Health Center of Greater Manchester, Inc.	\$27,114
Monadnock Family Services	\$97,819
Northern Human Services	\$199,025
Phoenix Houses of New England, Inc.	\$1,457,490
National Council on Alcoholism and Drug Dependence of Greater Manchester	\$432,468
Southeastern New Hampshire Alcohol and Drug Abuse Services	\$1,329,836
Tri-County Community Action Programs, Inc.	\$611,904
<b>TOTAL</b>	<b>\$7,596,887</b>

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 14, 2013  
Page 2 of 4

Funds to support this request are anticipated to be available in the following accounts in SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contracts without further approval from Governor and Executive Council.

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% General Funds)**

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)**

**Please see attachment for financial details**

### **EXPLANATION**

The requested action seeks approval of 15 of 17 agreements that represent \$7,596,887 of the \$7,741,314 total anticipated to be spent state-wide to provide a continuum of substance abuse treatment services via the accounting codes listed. These services include community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children. This request seeks to exercise the renewal option that exists within each of the vendor contracts. The Department anticipates that the remaining two agreements will be presented to Governor and Executive Council on June 19, 2013.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, these contracts will continue to allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)



In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The vendors were originally selected for this agreement through a competitive bid process. This request covers services for the period July 1, 2013 to June 30, 2014, and anticipates exercising the option to renew for one additional year as provided all of the previous vendor contracts, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with the listed vendors in State Fiscal Year 2013 in the amount of \$7,741,314 in the aggregate. This agreement represents level funding of all vendors.

The following performance measures will be used to measure the effectiveness of the agreements:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for I intensive outpatient treatment services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 14, 2013  
Page 4 of 4

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. Group recovery support aftercare services are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care. These group recovery support services are for clients discharged from substance use disorder treatment services provided under contract with the Bureau of Drug and Alcohol Services on behalf of the Department, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received substance use disorder treatment from a different agency through the statewide care coordination program under agreement with the Bureau of Drug and Alcohol Services on behalf of the Department.

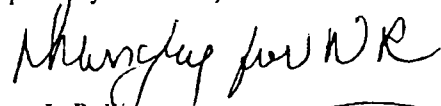
All treatment programs under contract with the Bureau of Drug and Alcohol Services on behalf of the Department are required to report on the National Outcome Measures (see attached) established by the Substance Abuse and Mental Health Services Administration, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the Electronic Health Record/Web Infrastructure Treatment System. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System.

Area served: State-wide

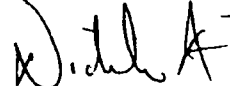
Source of Funds: 52.6% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant and 47.4% General .

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:   
Nicholas A. Toumpas  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 2,914,980.00
- 2) Amendment and modification of Exhibit A;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) **Change II A from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
**Change to:** "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) **Change II B Group Recovery Support Services from:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."



**Change to:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

**Table SAMHSA National Outcome Measures**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>• 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.



<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) Delete in Section II; "TOTAL: \$1,457,490.00"
- 4) **Add** Exhibit B-1, B-2, B-3 and B-4

New Hampshire Substance Abuse Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/13  
Date

*Nancy L. Rollins*  
Nancy L. Rollins  
Associate Commissioner

Phoenix Houses of New England

5/14/13  
Date

*Patrick B. McEneaney*  
Name: PATRICK B. McENEANEY  
Title: EXECUTIVE DIRECTOR

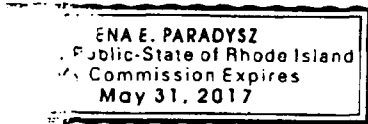
Acknowledgement:

State of RHODE ISLAND, County of PROVIDENCE on MAY 14, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

*Ena E. Paradysz*  
Name and Title of Notary of Justice of the Peace

*ENA E PARADYSZ, NOTARY PUBLIC*



New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013  
Date

[Signature]  
Name: Jeanne P. Herrick  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-4

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Phoenix House of New England

Budget Request for: Substance Abuse Treatment Services - Adolescent Trans Living

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost			of selling rev Contractor Share / Match			Funded by DHHB Contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 27,755.00	\$ 1,893.00	\$ 29,648.00	\$ -	\$ -	\$ -	\$ 27,755.00	\$ 1,893.00	\$ 29,648.00	
2. Employee Benefits	\$ 7,860.00	\$ 497.00	\$ 8,357.00	\$ -	\$ -	\$ -	\$ 7,860.00	\$ 497.00	\$ 8,357.00	
3. Consultants	\$ 701.00	\$ -	\$ 701.00	\$ -	\$ -	\$ -	\$ 701.00	\$ -	\$ 701.00	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Rental	\$ 317.00	\$ -	\$ 317.00	\$ -	\$ -	\$ -	\$ 317.00	\$ -	\$ 317.00	
6. Repair and Maintenance	\$ 18.00	\$ -	\$ 18.00	\$ -	\$ -	\$ -	\$ 18.00	\$ -	\$ 18.00	
7. Purchase/Depreciation	\$ 286.00	\$ -	\$ 286.00	\$ -	\$ -	\$ -	\$ 286.00	\$ -	\$ 286.00	
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Educational	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00	
10. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Medical	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00	
13. Office	\$ 497.00	\$ 57.00	\$ 554.00	\$ -	\$ -	\$ -	\$ 497.00	\$ 57.00	\$ 554.00	
14. Travel	\$ 893.00	\$ 72.00	\$ 965.00	\$ -	\$ -	\$ -	\$ 893.00	\$ 72.00	\$ 965.00	
15. Occupancy	\$ 1,560.00	\$ 200.00	\$ 1,760.00	\$ -	\$ -	\$ -	\$ 1,560.00	\$ 200.00	\$ 1,760.00	
16. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
17. Telephone	\$ 1,007.00	\$ 143.00	\$ 1,150.00	\$ -	\$ -	\$ -	\$ 1,007.00	\$ 143.00	\$ 1,150.00	
18. Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
19. Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20. Audit and Legal	\$ 29.00	\$ 893.00	\$ 922.00	\$ -	\$ -	\$ -	\$ 29.00	\$ 893.00	\$ 922.00	
21. Insurance	\$ 483.00	\$ 13.00	\$ 496.00	\$ -	\$ -	\$ -	\$ 483.00	\$ 13.00	\$ 496.00	
22. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
23. Other Expenses	\$ 237.00	\$ -	\$ 237.00	\$ -	\$ -	\$ -	\$ 237.00	\$ -	\$ 237.00	
24. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
25. Staff Education and Training	\$ 871.00	\$ -	\$ 871.00	\$ -	\$ -	\$ -	\$ 871.00	\$ -	\$ 871.00	
26. Subcontractors/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
27. Other (Specify detail mandatory)	\$ 1,431.00	\$ -	\$ 1,431.00	\$ -	\$ -	\$ -	\$ 1,431.00	\$ -	\$ 1,431.00	
28. Food	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
29. TOTAL	\$ 43,820.88	\$ 3,328.00	\$ 47,148.88	\$ -	\$ -	\$ -	\$ 43,820.88	\$ 3,328.00	\$ 47,148.88	
Indirect As A Percent of Direct		7.6%								

Contractor Initials *SSM*  
Date *5/14/13* Page 1

TL Advertiser



Exhibit B-3

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Phoenix House of New England  
Budget Request for: Substance Abuse Treatment Services - Adolescent Residential

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost			Contractor Share / Month			Funded by DHHS Contract Share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1 Total Salary/Wages	\$ 358,318.00	\$ 52,972.56	\$ 411,290.56	\$ 227,268.00	\$ 35,002.56	\$ 262,270.56	\$ 129,020.00	\$ 17,870.00	\$ 146,890.00
2 Employee Benefits	\$ 102,984.00	\$ 6,384.24	\$ 109,368.24	\$ 67,384.24	\$ 7,412.24	\$ 74,796.48	\$ 35,610.00	\$ 2,172.00	\$ 37,782.00
3 Consultants	\$ 28,839.00	\$ 2,004.80	\$ 30,843.80	\$ 23,860.00	\$ 2,804.80	\$ 26,664.80	\$ 3,258.00	\$ -	\$ 3,258.00
4 Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5 Rental	\$ 9,029.00	\$ 831.05	\$ 9,860.05	\$ 7,555.00	\$ 831.05	\$ 8,386.05	\$ 1,474.00	\$ -	\$ 1,474.00
6 Repair and Maintenance	\$ 10,084.00	\$ 1,100.00	\$ 11,184.00	\$ 10,000.00	\$ 1,100.00	\$ 11,100.00	\$ 84.00	\$ -	\$ 84.00
7 Purchase/Depreciation	\$ 22,223.00	\$ 2,184.23	\$ 24,407.23	\$ 19,893.00	\$ 2,184.23	\$ 22,077.23	\$ 2,300.00	\$ -	\$ 2,300.00
8 Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 Educational	\$ 5,931.00	\$ 550.00	\$ 6,481.00	\$ 5,000.00	\$ 550.00	\$ 5,550.00	\$ 931.00	\$ -	\$ 931.00
LAB	FALSE								
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 3,000.00	\$ 330.00	\$ 3,330.00	\$ 3,000.00	\$ 330.00	\$ 3,330.00	\$ -	\$ -	\$ -
Office	\$ 6,561.00	\$ 738.00	\$ 7,299.00	\$ 4,300.00	\$ 478.00	\$ 4,778.00	\$ 2,281.00	\$ 288.00	\$ 2,569.00
Travel	\$ 13,137.00	\$ 1,268.30	\$ 14,405.30	\$ 9,000.00	\$ 993.30	\$ 9,993.30	\$ 4,107.00	\$ 333.00	\$ 4,440.00
Occupancy	\$ 14,372.00	\$ 1,708.03	\$ 16,080.03	\$ 7,073.00	\$ 778.03	\$ 7,851.03	\$ 7,248.00	\$ 831.00	\$ 8,079.00
Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 23,811.00	\$ 2,750.18	\$ 26,561.18	\$ 18,848.00	\$ 2,045.18	\$ 20,893.18	\$ 4,855.00	\$ 665.00	\$ 5,520.00
Postage	\$ 48.00	\$ 19.00	\$ 67.00	\$ 48.00	\$ 19.00	\$ 67.00	\$ -	\$ -	\$ -
Printing	\$ 348.00	\$ 17.00	\$ 365.00	\$ 117.00	\$ 17.00	\$ 134.00	\$ 133.00	\$ -	\$ 133.00
Subscriptions	\$ 250.00	\$ 871.00	\$ 1,121.00	\$ 117.00	\$ 409.87	\$ 526.87	\$ 133.00	\$ -	\$ 133.00
Supplies	\$ 3,300.00	\$ 871.00	\$ 4,171.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 55,600.00	\$ 3,173.00	\$ 3,173.00
Travel	\$ 13,360.00	\$ 1,844.87	\$ 15,204.87	\$ 11,097.00	\$ 1,220.87	\$ 12,317.87	\$ 2,243.00	\$ 64.00	\$ 2,307.00
Travel Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ 1,103.00	\$ 1,103.00	\$ 2,206.00	\$ -	\$ -	\$ -	\$ 1,103.00	\$ -	\$ 1,103.00
Marketing/Communications	\$ 1,078.00	\$ 118.58	\$ 1,196.58	\$ 1,078.00	\$ 118.58	\$ 1,196.58	\$ -	\$ -	\$ -
State Education and Training	\$ 3,847.00	\$ 381.02	\$ 4,228.02	\$ 3,202.00	\$ 381.02	\$ 3,583.02	\$ 645.00	\$ -	\$ 645.00
Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Specify details in addendum)	\$ 6,687.00	\$ 223.96	\$ 6,910.96	\$ 2,036.00	\$ 223.96	\$ 2,259.96	\$ 6,651.00	\$ -	\$ 6,651.00
Food	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 672,098.00	\$ 87,319.63	\$ 759,417.63	\$ 471,333.00	\$ 81,446.63	\$ 552,779.63	\$ 201,776.00	\$ 16,474.00	\$ 218,249.00

Indirect as a Percent of Direct 10.0%

Contractor Initials: *[Signature]*  
Date: 5/14/13  
Page 1

Exhibit B-1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Phoenix House of New England

Budget Request for: Substance Abuse Treatment Services - Adult Residential

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHSB Contract Share		Total
	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1. Total Salary/WAGES	\$ 541,802.00	\$ 51,513.07	\$ 593,315.07	\$ 17,736.07	\$ 176,973.07	\$ 33,777.00	\$ 414,342.00
2. Employee Benefits	\$ 157,301.00	\$ 15,030.82	\$ 172,331.82	\$ 5,539.82	\$ 55,901.82	\$ 9,481.00	\$ 118,430.00
3. Consultants	\$ 35,562.00	\$ -	\$ 35,562.00	\$ -	\$ -	\$ -	\$ 35,562.00
4. Equipment	\$ 14,925.00	\$ 417.34	\$ 15,342.34	\$ 3,794.00	\$ 4,211.34	\$ 1,131.00	\$ 11,131.00
5. Repair and Maintenance	\$ 536.00	\$ -	\$ 536.00	\$ -	\$ -	\$ -	\$ 536.00
6. Purchases/Procurement	\$ 64,068.00	\$ 8,355.45	\$ 72,423.45	\$ 6,355.45	\$ 66,150.45	\$ 4,473.00	\$ 4,730.00
7. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Educational	\$ 3,732.00	\$ -	\$ 3,732.00	\$ -	\$ -	\$ -	\$ 3,732.00
9. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Pharmacy	\$ 3,981.00	\$ -	\$ 3,981.00	\$ -	\$ -	\$ -	\$ 3,981.00
11. Medical	\$ 19,822.00	\$ 1,715.78	\$ 21,537.78	\$ 8,915.00	\$ 7,678.78	\$ 955.00	\$ 12,861.00
12. Office	\$ 17,847.00	\$ 1,184.00	\$ 19,031.00	\$ 760.76	\$ 17,847.00	\$ 1,184.00	\$ 18,841.00
13. Travel	\$ 99,837.00	\$ 3,185.00	\$ 103,022.00	\$ 1,823.03	\$ 18,398.03	\$ 3,342.00	\$ 86,606.00
14. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. Current Expenses	\$ 32,482.00	\$ 2,517.34	\$ 35,000.34	\$ 320.34	\$ 3,323.34	\$ 2,184.00	\$ 31,883.00
16. Telephone	\$ 1,111.00	\$ 78.32	\$ 1,189.32	\$ 78.32	\$ 790.32	\$ -	\$ 399.00
17. Copying	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
18. Subscriptions	\$ 30,000.00	\$ 20,010.00	\$ 50,010.00	\$ 3,000.00	\$ 33,900.00	\$ 16,710.00	\$ 16,710.00
19. Legal and Professional Fees	\$ 17,064.00	\$ 823.57	\$ 17,887.57	\$ 5,887.57	\$ 6,645.57	\$ 264.00	\$ 11,344.00
20. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21. Software	\$ 5,133.00	\$ -	\$ 5,133.00	\$ -	\$ -	\$ -	\$ 5,133.00
22. Marketing/Communications	\$ 9,950.00	\$ 1,044.50	\$ 10,994.50	\$ 1,044.50	\$ 11,044.50	\$ -	\$ -
23. Staff Education and Training	\$ 14,872.00	\$ 938.76	\$ 15,810.76	\$ 638.76	\$ 8,452.76	\$ 6,156.00	\$ 6,156.00
24. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25. Other (Specify detail mandatory)	\$ 51,720.00	\$ -	\$ 51,720.00	\$ -	\$ -	\$ -	\$ 51,720.00
26. Food	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,120,918.00	\$ 107,160.84	\$ 1,228,078.84	\$ 38,228.84	\$ 388,668.84	\$ 744,378.00	\$ 832,200.00

Indirect As A Percent of Direct 9.6%

Contractor Initials *BPM*  
Date *5/14/12* Page 1

Res (Adult)

Exhibit B-2

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Phoenix House of New England

Budget Request for: Substance Abuse Treatment Services - Adult Trans Living

Budget Period: State Fiscal Year 2014

Line Item	Direct		Total Program Cost		Year	Direct		Total		Funded by DHHHS Contract Allowance		Total
	Incremental	Fixed	Incremental	Fixed		Incremental	Fixed	Incremental	Fixed	Incremental	Fixed	
1. Total Salary/Wages	\$ 150,510.00	\$ 14,202.00	\$ 14,202.00	\$ 14,202.00	\$ 174,712.00	\$ -	\$ -	\$ -	\$ -	\$ 150,510.00	\$ 14,202.00	\$ 174,712.00
2. Employee Benefits	\$ 45,103.00	\$ 3,981.00	\$ 3,981.00	\$ 3,981.00	\$ 49,084.00	\$ -	\$ -	\$ -	\$ -	\$ 45,103.00	\$ 3,981.00	\$ 49,084.00
3. Consultants	\$ 14,999.00	\$ -	\$ -	\$ -	\$ 14,999.00	\$ -	\$ -	\$ -	\$ -	\$ 14,999.00	\$ -	\$ 14,999.00
4. Equipment	\$ 4,895.00	\$ -	\$ -	\$ -	\$ 4,895.00	\$ -	\$ -	\$ -	\$ -	\$ 4,895.00	\$ -	\$ 4,895.00
Repair and Maintenance	\$ 228.00	\$ -	\$ -	\$ -	\$ 228.00	\$ -	\$ -	\$ -	\$ -	\$ 228.00	\$ -	\$ 228.00
Purchase/Depreciation	\$ 1,848.00	\$ -	\$ -	\$ -	\$ 1,848.00	\$ -	\$ -	\$ -	\$ -	\$ 1,848.00	\$ -	\$ 1,848.00
5. Supplies	\$ 1,574.00	\$ -	\$ -	\$ -	\$ 1,574.00	\$ -	\$ -	\$ -	\$ -	\$ 1,574.00	\$ -	\$ 1,574.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 1,008.00	\$ -	\$ -	\$ -	\$ 1,008.00	\$ -	\$ -	\$ -	\$ -	\$ 1,008.00	\$ -	\$ 1,008.00
Medical	\$ 5,022.00	\$ 626.00	\$ 626.00	\$ 626.00	\$ 5,648.00	\$ -	\$ -	\$ -	\$ -	\$ 5,022.00	\$ 626.00	\$ 5,648.00
Office	\$ 7,033.00	\$ 744.00	\$ 744.00	\$ 744.00	\$ 7,777.00	\$ -	\$ -	\$ -	\$ -	\$ 7,033.00	\$ 744.00	\$ 7,777.00
Travel	\$ 38,993.00	\$ 1,844.00	\$ 1,844.00	\$ 1,844.00	\$ 40,837.00	\$ -	\$ -	\$ -	\$ -	\$ 38,993.00	\$ 1,844.00	\$ 40,837.00
6. Current Expenses	\$ 12,440.00	\$ 1,175.00	\$ 1,175.00	\$ 1,175.00	\$ 13,615.00	\$ -	\$ -	\$ -	\$ -	\$ 12,440.00	\$ 1,175.00	\$ 13,615.00
Telephone	\$ 509.00	\$ -	\$ -	\$ -	\$ 509.00	\$ -	\$ -	\$ -	\$ -	\$ 509.00	\$ -	\$ 509.00
Postage	\$ 404.00	\$ -	\$ -	\$ -	\$ 404.00	\$ -	\$ -	\$ -	\$ -	\$ 404.00	\$ -	\$ 404.00
Subscriptions	\$ 7,831.00	\$ 7,831.00	\$ 7,831.00	\$ 7,831.00	\$ 7,831.00	\$ -	\$ -	\$ -	\$ -	\$ 7,831.00	\$ -	\$ 7,831.00
Audio and Legal	\$ 4,874.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 4,984.00	\$ -	\$ -	\$ -	\$ -	\$ 4,874.00	\$ 110.00	\$ 4,984.00
Insurance	\$ 2,185.00	\$ -	\$ -	\$ -	\$ 2,185.00	\$ -	\$ -	\$ -	\$ -	\$ 2,185.00	\$ -	\$ 2,185.00
Board Expenses	\$ 2,388.00	\$ -	\$ -	\$ -	\$ 2,388.00	\$ -	\$ -	\$ -	\$ -	\$ 2,388.00	\$ -	\$ 2,388.00
9. Software	\$ 2,388.00	\$ -	\$ -	\$ -	\$ 2,388.00	\$ -	\$ -	\$ -	\$ -	\$ 2,388.00	\$ -	\$ 2,388.00
10. Training/Communications	\$ 27,448.00	\$ -	\$ -	\$ -	\$ 27,448.00	\$ -	\$ -	\$ -	\$ -	\$ 27,448.00	\$ -	\$ 27,448.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Specific Contract mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 331,087.00	\$ 38,323.00	\$ 38,323.00	\$ 38,323.00	\$ 369,410.00	\$ -	\$ -	\$ -	\$ -	\$ 331,087.00	\$ 38,323.00	\$ 369,410.00

Indirect As a Percent of Direct 9.2%

Contractor Initials PHM Date 5/14/13 Page 1

TL Adult

WITH SEAL

CERTIFICATE OF VOTE

I, PETER H. HURLEY, of PHOENIX HOUSES OF NEW ENGLAND, INC., do hereby certify that:

1. I am the duly elected SECRETARY of the PHOENIX HOUSES OF NEW ENGLAND, INC.;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on MAY 17, 2012;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the EXECUTIVE DIRECTOR is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. PATRICK B. McNEANEY is the duly elected EXECUTIVE DIRECTOR of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of MAY 14, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the SECRETARY of the corporation this 14 day of MAY, 2013.

Peter H. Hurley  
SECRETARY

(CORPORATE SEAL)



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate  
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-736-2964

May 24, 2012

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
 DATE 6/20/12  
 PAGE 14  
 ITEM # 108

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Phoenix Houses of New England, Inc. (Vendor # 177589), 99 Wayland Ave., Suite 100, Providence, RI 02906, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$1,457,490.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$670,372.00
			Subtotal	\$670,372.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$326,988.00
			Subtotal	\$326,988.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$460,130.00
			Subtotal	\$460,130.00
			<b>Total</b>	<b>\$1,457,490.00</b>

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Statewide.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Phoenix Houses of New England, Inc. was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$1,457,490.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that-month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
  
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Statewide.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2012  
Page 4 of 4

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

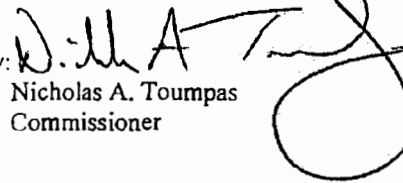
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/df



REVIEW CRITERIA	Kas. Pts	13.00	15.00	15.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00	13.00	15.00	13.00	12.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00				
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00	15.00	13.00	12.00	13.00			
Approach	50	47.00	48.00	48.00	48.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	45.00	43.00	42.00	43.00	40.00	43.00	45.00	43.00	42.00	43.00	45.00	43.00	42.00	43.00	45.00	43.00	42.00	43.00	45.00	43.00	42.00	43.00	45.00	43.00	42.00	43.00	45.00	43.00	42.00	43.00	45.00	43.00	42.00	43.00	45.00	43.00	42.00	43.00	
Budget	25	24.00	24.00	24.00	24.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	22.00	20.00	21.00	18.00	24.00	22.00	20.00	21.00	18.00	24.00	22.00	20.00	21.00	18.00	24.00	22.00	20.00	21.00	18.00	24.00	22.00	20.00	21.00	18.00	24.00	22.00	20.00	21.00	18.00	24.00	22.00	20.00	21.00	18.00	24.00	22.00	20.00	21.00
Financial Sustainability	10	1.50	9.00	10.00	9.00	7.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.30	7.20	6.50	9.50	7.20	6.30	7.20	6.50	9.50	7.20	6.30	7.20	6.50	9.50	7.20	6.30	7.20	6.50	9.50	7.20	6.30	7.20	6.50	9.50	7.20	6.30	7.20	6.50	9.50	7.20	6.30	7.20	6.50	9.50	7.20	6.30	7.20
Total	100	88.00	92.00	97.00	97.00	70.00	82.00	86.00	84.00	81.00	89.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00	81.00	83.00		

BUDGET REQUEST	\$120,326	\$18,000	\$17,207	\$496,796	\$1,211,666	\$17,054	\$116,438	\$1,250,112	\$785,000	\$245,963	\$30,000	\$191,451	\$211,501	\$7,415,553	\$513,851	\$1,319,816	\$87,567	\$745,091	\$938,036
BUDGET AWARDED	\$84,803	\$74,466	\$14,922	\$321,430	\$1,120,599	\$79,234	\$66,411	\$1,236,945	\$157,450	\$189,516	\$37,114	\$97,819	\$109,035	\$1,457,098	\$432,468	\$1,219,836	\$75,812	\$511,947	\$59

Name	Job Title	Depd/Agency	Qualifications
1 Lyn Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have
2 Patricia Sullivan	Youth Counselor	SYDC	between 3-20 years
3 Heidi Young	Program Specialist	DCYF	experience managing
4 Bernice Ghahm	Prog. Planner/Rev. Spec.	Family Services	agreements with
5 Alma West Ph D	Psychologist/VA	TX/Co-occurring	vendors for various
6 Many Miller	Prog. Spec. IV	OCPH	DHHS and DOC
7 Michelle Riccio	Prog. Spec. IV	DPHS	programs. Areas of
8 Kathleen Hassefort	Internal Auditor I	BDAS/FBO	specific expertise
9 Lindsay Keller	Administrator I	BDAS/RAD	include Maternal and
10 Michael Lawless	Prog. Spec. IV	BDAS/CSU	Child Health,
11 Bruce Blaney	Regional Coordinator	BDAS-CSU	Substance Abuse
12 Jim Shubelaris	Administrator I	BDAS-FBOU	
13 Linda Parker	Prog. Spec. IV	BDAS-CSU	
14 Rosemary Shannon	Administrator I	BDAS-CSU	
15 Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16 Joanne Powers	Tr&Rec. Serv. Coord.	BDAS/ATR	
17 John Sweeney	Systems Dev.	BDAS/IT	
18 Michael Rodgers	Assistant Administrator	BDAS	
19 Jeffrey Metzger	Sr. Mgrt. Analyst	BDAS/PSU	
20 Ann Crawford	Regional Coordinator	BDAS/PSU	
21 Valerie Morgan	Administrator I	BDAS/PSU	

RFP Reviewers

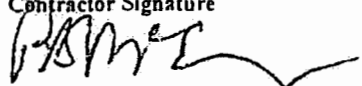

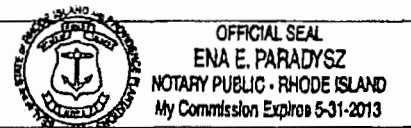
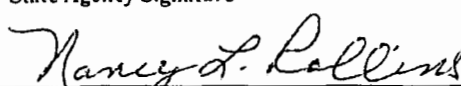
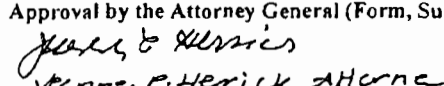
Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Phoenix Houses of New England		1.4 Contractor Address 99 Wayland Ave., Suite 100, Providence, RI 02906	
1.5 Contractor Phone Number 401-331-4250 x 3202	1.6 Account Number 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$1,457,490.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PATRICK B. McENEANEY EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>RI</u> , County of <u>PROVIDENCE</u> On <u>June 2</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace ENA E. PARADYSZ NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Stanne P. Herick, Attorney General On: <u>4 June 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

*Handwritten initials*

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

**14. INSURANCE.**


14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials   
Date 1/2/12

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services  
 Exhibit A**

**I. General Provisions**

**CONTRACT PERIOD:** July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

**CONTRACTOR NAME:** Phoenix Houses of New England

**ADDRESS:** 99 Wayland Ave., Suite 100, Providence, RI 02906

**EXECUTIVE DIRECTOR:** Patrick McEneaney  
**TELEPHONE:** 401-331-4250 x 3202

**II. Scope of Services**

*A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:*

Treatment Modality	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	\$ Awarded
Outpatient			
Intensive Outpatient			
Residential – Treatment Adult	Statewide	248	\$832,200.00
Residential – Treatment Adolescent	Statewide	46	\$217,180.00
Transitional Living Program – Adult	Statewide	45	\$361,390.00
Transitional Living Program - Adolescent	Statewide	4	\$46,720.00
Group – Recovery Support Services *	Statewide	171	0

\* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

**B. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.

- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

***Required Outreach:***

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

***Limitations on Exclusionary Criteria:***

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate

medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

***Sliding Fee Scale:***

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to



sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and

- whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
  5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

**Outpatient Treatment** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Intensive Outpatient Treatment** - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Residential Treatment** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

**Transitional Living** - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement"

(made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not

covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

- f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- g. A full-time Executive Director, not filling any of the positions described above.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Subcontracting/Consultants:***

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that

certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

**SAMHSA National Outcome Measures:**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>• 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this



		standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail

messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street

Concord, New Hampshire 03301  
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this

exhibit.

3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
Substance Use Disorder Treatment Services

Exhibit B  
Purchase of Services  
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Phoenix Houses of New England

ADDRESS: 99 Wayland Ave., Suite 100, Providence, RI 02906

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Patrick McEneaney

TELEPHONE: 401-331-4250 x 3202

Vendor # 177589-B001

Job # 95841387 Appropriation # 05-095-095-958410-1387-102-500734

Job # 95848501 Appropriation # 05-095-095-958410-1388-102-500734

Job # 95846501 Appropriation # 05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 460,130.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

\$ 326,988.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

\$ 670,372.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$1,457,490.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: PM

Date: 4/2/12

**1. Performance Utilization:**

**A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:**

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

**B. Utilization Methodology by Modality:**

- i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000 / \$120$ ) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

**2. Utilization Access and Retention Payment Criteria Requirement**

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied

exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

**B. Retention:**

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

**3. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**4. Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

Standard Exhibits C - J  
TX Substance Use Utilization

Contractor Initials: AM  
Date: 6/18/18

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

**V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.



*VI. Charitable Choice:*

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

Contractor Initials: DM  
Date: 1/2/12

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) **Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted

providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled “Financial Management Guidelines” and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**

**US DEPARTMENT OF EDUCATION – CONTRACTORS**

**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

(b) *Establishing an ongoing drug-free awareness program to inform employee's about:*

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

II.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)  
3 PIERCE RD, DUBLIN, NH 03444 / 106 FOXBURY ST, KEENE NH 03431 / 14 HOLY CROSS RD, FRANKLIN NH 03235

Check  if there are workplaces on file that are not identified here.

Phoenix Houses of New England From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013

(1) Contractor Name *Phoenix Houses of New England* Period Covered by this Certificate

(2) Name and Title of Authorized Contractor Representative

*PATRICK J. McNEANEY* EXECUTIVE DIRECTOR 5/21/12  
(3) Contractor Representative Signature Date



NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

Applicable program covered:

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

**B. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at [www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf)), in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of ~~not less than~~ \$10,000 and not more than \$100,000 for each such failure.*

Contractor Signature

Phoenix Houses of New England

Contractor Name

EXECUTIVE DIRECTOR  
Contractor's Representative Title

6/21/12  
Date

Standard Exhibits C – J  
TX Substance Use Disorder

Contractor Initials: *PH*  
Date: 6/21/12

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. *The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of

excluded parties). Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

*(1) PRIMARY COVERED TRANSACTIONS*

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Signature

Phoenix Houses of New England

Contractor Name

EXECUTIVE DIRECTOR

Contractor's Representative Title

Date

Contractor Initials:

Date:

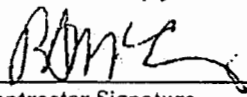
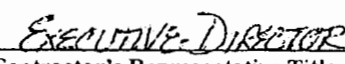
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	
_____ Contractor Signature	_____ Contractor's Representative Title
<u>Phoenix Houses of New England</u> Contractor Name	<u>5/21/12</u> Date

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NH Department of Health and Human Services


STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

  
\_\_\_\_\_  
Contractor Signature

EXECUTIVE DIRECTOR  
\_\_\_\_\_  
Contractor's Representative Title

\_\_\_\_\_  
Phoenix Houses of New England

5/21/12  
\_\_\_\_\_  
Date

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NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such



information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

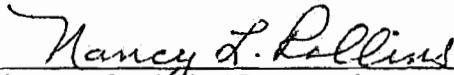
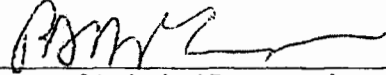
In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Phoenix Houses of New England
_____ The State Agency Name	_____ Name of Contractor
	
_____ Signature of Authorized Representative	_____ Signature of Authorized Representative
Nancy L. Rollins	PATRICK B. McENEANEY
_____ Name of Authorized Representative	_____ Name of Authorized Representative
Associate Commissioner	EXECUTIVE DIRECTOR
_____ Title of Authorized Representative	_____ Title of Authorized Representative
5/31/12	5/21/12
_____ Date	_____ Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

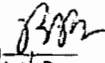
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
(Contractor Representative Signature)

  
(Authorized Contractor Representative Name & Title)

Phoenix Houses of New England  
(Contractor Name) 5/21/12 (Date)

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials:   
Date: 5/21/12

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:  075715193

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO  YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_



**State of New Hampshire  
Department of Health and Human Services  
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Council on Alcoholism and Drug Dependence/Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 101 Manchester Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #107) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), and (Amendment #4 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$1,707,404.
4. Amend Exhibit B Amendment #4 by striking:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$260,000.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

And inserting in its place:

- A. Funding for Exhibit A, Amendment #3  
 For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$390,000 as follows:
- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
  - 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
  - 32% General funds.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/13/15  
Date

Marilee Nihan  
NAME Marilee Nihan  
TITLE Deputy Commissioner

National Council on Alcoholism and Drug  
Dependence/Greater Manchester

11/13/15  
Date

Sharon Drake  
NAME Sharon Drake  
TITLE CEO

Acknowledgement:  
State of NH, County of Hillsborough on 11/13/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Diana Gauthier  
Name and Title of Notary or Justice of the Peace

**Diana M. Gauthier  
Notary Public  
Commission Expires: 02/28/19**

National Council on Alcoholism and Drug Dependence/Greater Manchester

Amendment #5

Page 2 of 3

Contractor Initials: SD  
Date: 11/13/15

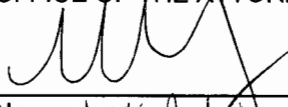
New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

11/25/15  
Date

OFFICE OF THE ATTORNEY GENERAL

  
Name: Megan A. Lopez  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER is a New Hampshire nonprofit corporation formed December 7, 1997. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27<sup>th</sup> day of May A.D. 2015

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

I, John FitzGerald, III, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of NCADD/GM – Serenity Place.  
(Agency Name)

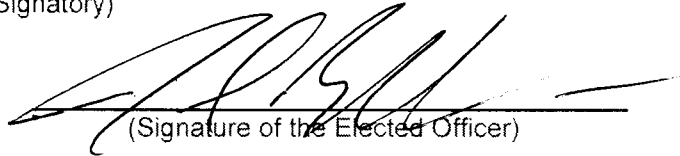
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on May 25, 2011:  
(Date)

**RESOLVED:** That the Executive Director/CEO is hereby authorized on behalf of this Agency to enter into  
(Title of Contract Signatory)

the said contract with the State and to execute any and all documents, agreements and other instruments, and any  
amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 13<sup>th</sup> day of November, 2015.  
(Date Contract Signed)

4. Sharon Drake is the duly elected Executive Director/CEO of the Agency.  
(Name of Contract Signatory) (Title of Contract Signatory)

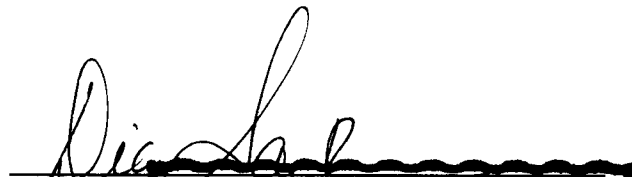
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2015,

By John FitzGerald, III.  
(Name of Elected Officer of the Agency)

  
(Notary Public, Justice of the Peace)  
**Diana M. Gauthier**  
**Notary Public**  
**Commission Expires: 02/26/19**

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Pat Mack <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> pat@esinsurance.com	<b>FAX (A/C, No):</b> (603) 293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Nat'l Council on Alcoholism & Drug Dependence Greater Manchester T/A Serenity Place 101 Manchester Street Manchester NH 03101	<b>INSURER A</b> Markel	
	<b>INSURER B</b> New York Marine and General	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 2015 w/upd WC                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

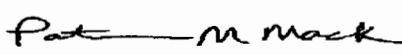
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			8502SS335180-5	2/9/2015	2/9/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			8502SS335180-5	2/9/2015	2/9/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4602SS335181-5	2/9/2015	2/9/2016	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$
							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC201500005743	5/1/2015	5/1/2016	PER STATUTE    OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Abuse & Molestation			8502SS335180-5	2/9/2015	2/9/2016	\$1,000,000                      \$2,000,000
A	Professional Liability			8502SS335180-5	2/9/2015	2/9/2016	\$1,000,000                      \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

Re: Serenity Place, 101 Manchester Street, Manchester, NH  
 Re: Tirrell House, 15 Brook Street, Manchester, NH

### CERTIFICATE HOLDER

### CANCELLATION

NH Dept of Health & Human Services Bureau of Drug & Alcohol Services 105 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Pat Mack/PAT 

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## VISION STATEMENT

Serenity Place is the premiere substance use disorder and education center in New Hampshire, offering innovative services for clients and their families.

## MISSION STATEMENT

The mission of Serenity Place is to provide opportunities for the chemically dependent person to become free of those chemicals, to maintain that freedom and to return to the community as a contributing member.

## OUR VALUES

- |                       |  |
|-----------------------|--|
| <b>Integrity:</b>     | Honesty and authenticity form the foundation of all that we do.  |
| <b>Respect:</b>       | We respect all those with whom we work including our clients and their families, our staff, board members, volunteers, donors, supporters and partners. .                                  |
| <b>Compassion:</b>    | We deliver high quality, compassionate care to clients and their families.   |
| <b>Inclusive:</b>     | We work to ensure that any person desiring treatment, regardless of ethnicity, gender, age, creed and/or ability to pay, will have access to treatment within a reasonable amount of time. |
| <b>Collaboration:</b> | We recognize that resources exist to help us achieve our mission throughout the community and work with others in a spirit of cooperation and partnership                                  |

**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**

*Audited Financial Statements*

*For The Fiscal Years Ended*  
*June 30, 2014 and 2013*

**SERENITY PLACE  
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**

**Table of Contents**

1.	Independent Auditor's Report.....	1
2.	Statements of Financial Position.....	2-3
3.	Statements of Activities and Changes in Net Assets.....	4
4.	Statements of Functional Expenses.....	5-6
5.	Statements of Cash Flows.....	7-8
6.	Notes to the Financial Statements.....	9-15

**PENCHANSKY & CO. PLLC**  
CERTIFIED PUBLIC ACCOUNTANTS  
**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors of  
**Serenity Place**  
**National Council on Alcoholism and Drug Dependence Affiliate**  
Manchester, New Hampshire

We have audited the accompanying financial statements of Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate (a non-profit organization), which comprise the statement of financial position as of June 30, 2014 and 2013, and the related statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted.

*Penchansky & Co. PLLC*  
Penchansky & Co., PLLC  
Certified Public Accountants  
Manchester, New Hampshire  
January 9, 2015

**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**  
**Statements of Financial Position**  
**As of June 30,**

	<u>ASSETS</u>			
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<b><u>Current Assets:</u></b>				
Cash and Cash Equivalents	\$ 73,212	\$ 28,556	\$ 101,768	\$ 78,501
Receivables	155,261	0	155,261	199,099
Prepaid Expenses	<u>15,103</u>	<u>0</u>	<u>15,103</u>	<u>15,832</u>
Total Current Assets	<u>243,576</u>	<u>28,556</u>	<u>272,132</u>	<u>293,432</u>
<b><u>Fixed Assets:</u></b>				
Land	42,371	0	42,371	42,371
Buildings	90,266	0	90,266	71,430
Building Improvements	465,198	0	465,198	427,465
Furniture and Fixtures	69,983	0	69,983	69,983
Equipment	93,941	0	93,941	85,944
Vehicles	29,950	0	29,950	29,950
Less: Accumulated Depreciation	<u>(417,799)</u>	<u>0</u>	<u>(417,799)</u>	<u>(383,446)</u>
Net Fixed Assets	<u>373,910</u>	<u>0</u>	<u>373,910</u>	<u>343,697</u>
<b><u>Other Assets:</u></b>				
Investments at Market Value	<u>84,144</u>	<u>0</u>	<u>84,144</u>	<u>70,022</u>
Total Other Assets	<u>84,144</u>	<u>0</u>	<u>84,144</u>	<u>70,022</u>
<b>Total Assets</b>	<b><u>\$ 701,630</u></b>	<b><u>\$ 28,556</u></b>	<b><u>\$ 730,186</u></b>	<b><u>\$ 707,151</u></b>

*See Notes and Independent Auditor's Report*

**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**  
**Statements of Financial Position**  
**As of June 30,**

**LIABILITIES AND NET ASSETS**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<b><u>Current Liabilities:</u></b>				
Accounts Payable	\$ 49,015	\$ 0	\$ 49,015	\$ 21,034
Accrued Expenses	89,148	0	89,148	46,953
Deferred Revenue	14,155	0	14,155	20,115
Line of Credit	36,305	0	36,305	37,800
Current Portion of Notes Payable	5,000	0	5,000	6,926
	<u>193,623</u>	<u>0</u>	<u>193,623</u>	<u>132,828</u>
<b><u>Long Term Liabilities:</u></b>				
State Loan Payable	20,000	0	20,000	20,000
Notes Payable, Net of Current Portion	20,000	0	20,000	30,000
	<u>40,000</u>	<u>0</u>	<u>40,000</u>	<u>50,000</u>
Total Long Term Liabilities	<u>40,000</u>	<u>0</u>	<u>40,000</u>	<u>50,000</u>
Total Liabilities	<u>233,623</u>	<u>0</u>	<u>233,623</u>	<u>182,828</u>
<b><u>Net Assets:</u></b>				
Unrestricted Net Assets	468,007	0	468,007	505,903
Temporarily Restricted Net Assets	0	28,556	28,556	18,420
	<u>468,007</u>	<u>28,556</u>	<u>496,563</u>	<u>524,323</u>
Total Net Assets	<u>468,007</u>	<u>28,556</u>	<u>496,563</u>	<u>524,323</u>
<b>Total Liabilities and Net Assets</b>	<b><u>\$ 701,630</u></b>	<b><u>\$ 28,556</u></b>	<b><u>\$ 730,186</u></b>	<b><u>\$ 707,151</u></b>

*See Notes and Independent Auditor's Report*



**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCY AFFILIATE**  
**Statements of Activities and Changes in Net Assets**  
**For The Years Ended June 30,**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<b><u>Revenue and Support:</u></b>				
Governmental Agency Revenue	\$ 844,314	\$ 0	\$ 844,314	\$ 803,970
Contributions	41,455	0	41,455	46,974
Grants	55,400	20,000	75,400	72,864
Charges For Services	505,309	0	505,309	466,192
Fundraising	30,886	0	30,886	24,370
Other Revenue	7,182	0	7,182	6,867
Net Assets Released from Restrictions:				
Satisfaction of Program Restrictions	9,864	(9,864)	0	0
Total Revenue and Support	<u>1,494,410</u>	<u>10,136</u>	<u>1,504,546</u>	<u>1,421,237</u>
<b><u>Expenses:</u></b>				
Program Services	1,307,000	0	1,307,000	1,193,850
Fundraising	105,004	0	105,004	81,123
General and Administrative	134,424	0	134,424	107,954
Total Expenses	<u>1,546,428</u>	<u>0</u>	<u>1,546,428</u>	<u>1,382,927</u>
Excess (Deficit) of Revenue and Support over Expenses	<u>(52,018)</u>	<u>10,136</u>	<u>(41,882)</u>	<u>38,310</u>
<b><u>Other Revenue (Expenses):</u></b>				
Interest and Investment Income	2,686	0	2,686	1,366
Holding Gain (Loss) on Investments	11,436	0	11,436	8,636
Total Other Revenue (Expenses)	<u>14,122</u>	<u>0</u>	<u>14,122</u>	<u>10,002</u>
Net Increase (Decrease) in Net Assets	(37,896)	10,136	(27,760)	48,312
Net Assets - Beginning of Period	<u>505,903</u>	<u>18,420</u>	<u>524,323</u>	<u>476,011</u>
Net Assets - End of Period	<u>\$ 468,007</u>	<u>\$ 28,556</u>	<u>\$ 496,563</u>	<u>\$ 524,323</u>

*See Notes and Independent Auditor's Report*

**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE**  
**Statements of Functional Expenses**  
**For The Years Ended June 30,**

	Program Services				
<u>Expenses:</u>	<u>REAP</u>	<u>Withdrawal Management</u>	<u>Tirrell House</u>	<u>Intensive Out Patient</u>	<u>Lin's Place</u>
Salaries and Wages	\$ 176,697	\$ 113,866	\$ 230,888	\$ 43,011	\$ 307,920
Payroll Taxes	15,215	10,417	20,458	3,680	27,475
Employee Benefits	18,427	938	26,722	382	43,207
Client Food	1,132	9,930	28,817	187	29,797
Professional Fees	2,670	52	938	39	522
Depreciation	4,867	15,485	2,050	0	0
Utilities	5,823	2,525	11,910	2,204	14,189
Insurance	5,930	10,143	6,550	2,032	5,700
Educational Materials	10,625	0	0	0	0
Supplies	4,174	1,323	7,344	859	7,597
Repairs and Maintenance	4,378	4,017	6,306	698	9,291
OADAP Client Charge	0	0	0	0	0
Fundraising Events	0	0	0	0	0
Office Expense	2,081	328	1,498	336	2,285
Telephone and Internet	1,664	685	2,089	338	4,695
Staff Development	5,634	1,225	1,677	571	3,433
Equipment Lease	1,033	372	0	0	2,313
Bank and Credit Card Fees	3,309	0	0	0	0
Travel and Entertainment	291	166	1,275	0	1,500
Advertising	0	0	0	0	0
Dues and Subscriptions	676	192	989	293	1,527
Postage	1,711	148	205	5	546
Licenses and Fees	110	38	0	0	260
Interest	0	0	0	0	0
Board Expenses	0	0	0	0	0
Client Expense	0	0	0	0	116
Printing	98	33	293	36	310
Miscellaneous	74	120	167	85	763
Contributions	0	0	0	0	0
<b>Total Expenses</b>	<b><u>\$ 266,619</u></b>	<b><u>\$ 172,003</u></b>	<b><u>\$ 350,176</u></b>	<b><u>\$ 54,756</u></b>	<b><u>\$ 463,446</u></b>

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*See Notes and Independent Auditor's Report*

**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE**  
**Statements of Functional Expenses**  
**For The Years Ended June 30,**

	<b>Total Program Services</b>	<b>Supporting Services</b>		<b>2014 Total</b>	<b>2013 Total</b>
		<b>Fundraising</b>	<b>General Management</b>		
<b>Expenses:</b>					
Salaries and Wages	\$ 872,382	\$ 73,640	\$ 82,818	\$ 1,028,840	\$ 869,315
Payroll Taxes	77,245	5,838	8,201	91,284	83,637
Employee Benefits	89,676	942	1,971	92,589	112,006
Client Food	69,863	0	0	69,863	57,301
Professional Fees	4,221	67	9,191	13,479	19,161
Depreciation	22,402	0	11,951	34,353	35,000
Utilities	36,651	1,799	1,866	40,316	35,301
Insurance	30,355	1,704	1,956	34,015	28,763
Educational Materials	10,625	0	0	10,625	12,500
Supplies	21,297	237	273	21,807	19,846
Repairs and Maintenance	24,690	2,330	2,202	29,222	29,586
OADAP Client Charge	0	0	0	0	5,375
Fundraising Events	0	14,014	0	14,014	12,528
Office Expense	6,528	890	1,178	8,596	9,403
Telephone and Internet	9,471	581	635	10,687	11,926
Staff Development	12,540	264	3,208	16,012	10,539
Equipment Lease	3,718	357	295	4,370	2,584
Bank and Credit Card Fees	3,309	256	2,065	5,630	7,052
Travel and Entertainment	3,232	183	1,230	4,645	3,171
Advertising	0	814	0	814	1,576
Dues and Subscriptions	3,677	357	259	4,293	4,254
Postage	2,615	410	488	3,513	3,246
Licenses and Fees	408	48	163	619	1,324
Interest	0	0	2,280	2,280	2,316
Board Expenses	0	0	0	0	349
Client Expense	116	0	8	124	49
Printing	770	172	74	1,016	1,223
Miscellaneous	1,209	101	2,112	3,422	3,546
Contributions	0	0	0	0	50
<b>Total Expenses</b>	<b>\$ 1,307,000</b>	<b>\$ 105,004</b>	<b>\$ 134,424</b>	<b>\$ 1,546,428</b>	<b>\$ 1,382,927</b>

*See Notes and Independent Auditor's Report*

**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**  
**Statements of Cash Flow**  
**For the Years Ended June 30,**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<b><u>Cash Flows from Operating Activities:</u></b>				
Net Increase (Decrease) in Net Assets	\$ (37,896)	\$ 10,136	\$ (27,760)	\$ 48,312
 <u>Adjustments to reconcile changes in net assets to net cash provided by (used for) operating activities:</u>				
Depreciation	34,353	0	34,353	35,000
Holding (Gain) Loss on Investments	(11,436)	0	(11,436)	(8,636)
(Increase) Decrease in Receivables	43,838	0	43,838	(30,972)
(Increase) Decrease in Prepaid Expenses	729	0	729	(2,199)
Increase (Decrease) in Accounts Payable	27,981	0	27,981	(39,285)
Increase (Decrease) in Accrued Expenses	42,195	0	42,195	75
Increase (Decrease) in Deferred Revenue	(5,960)	0	(5,960)	(10,900)
Total Adjustments	<u>131,700</u>	<u>0</u>	<u>131,700</u>	<u>(56,917)</u>
Net Cash Flows Provided by (Used for) Operating Activities	<u>93,804</u>	<u>10,136</u>	<u>103,940</u>	<u>(8,605)</u>
 <b><u>Cash Flows from Investing Activities:</u></b>				
Acquisitions of Equipment	(64,566)	0	(64,566)	(1,169)
Acquisitions of Investments	(2,686)	0	(2,686)	(1,356)
Net Cash Flows Provided by (Used for) Operating Activities	<u>\$ (67,252)</u>	<u>\$ 0</u>	<u>\$ (67,252)</u>	<u>\$ (2,525)</u>

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*See Notes and Independent Auditor's Report*

**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**  
**Statements of Cash Flow**  
**For the Years Ended June 30,**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<b><u>Cash Flows from Financing Activities:</u></b>				
Principal Payments on Notes Payable	\$ (6,926)	\$ 0	\$ (6,926)	\$ (9,527)
Forgiveness of Debt (See Note 3)	(5,000)	0	(5,000)	(5,000)
Proceeds from Line of Credit	505	0	505	67,800
Payments on Line of Credit	<u>(2,000)</u>	<u>0</u>	<u>(2,000)</u>	<u>(30,000)</u>
Net Cash Flows Provided by (Used for) Financing Activities	<u>(13,421)</u>	<u>0</u>	<u>(13,421)</u>	<u>23,273</u>
Net Increase (Decrease) in Cash and Cash Equivalents	13,131	10,136	23,267	12,143
Cash and Cash Equivalents - Beginning of Year	<u>60,081</u>	<u>18,420</u>	<u>78,501</u>	<u>66,358</u>
<b>Cash and Cash Equivalents - End of Year</b>	<b><u>\$ 73,212</u></b>	<b><u>\$ 28,556</u></b>	<b><u>\$ 101,768</u></b>	<b><u>\$ 78,501</u></b>
<b>Supplemental Cash Flow Disclosures:</b>				
Interest (net of amount capitalized)	<u>\$ 2,280</u>	<u>\$ 0</u>	<u>\$ 2,280</u>	<u>\$ 2,316</u>

*See Notes and Independent Auditor's Report*

**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**  
**Notes to the Financial Statements**  
**June 30, 2014 and 2013**

**Nature of Organization:**

Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate (the "Organization") is a non-profit organization existing for the purpose of providing alcohol and drug abuse information, education, referral, crisis intervention, and residential services.

**Note 1 - Summary of Significant Accounting Principles:**

**A. Basis of Presentation**

The Organization presents its financial statements on the accrual basis of accounting. The accrual basis recognizes income when earned and expenses when they occur.

**B. Cash and Cash Equivalents**

For purposes of the statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

**C. Use of Estimates in the Preparation of Financial Statements**

Management used estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses.

**D. Accounting Principles**

Under current accounting standards, the Organization is required to report information regarding its financial position and activities according to three classes of net assets. Those three classes are as follows:

**Unrestricted Net Assets:**

The portion of net assets of a not-for-profit Organization that is neither permanently restricted nor temporarily restricted by donor imposed stipulations.

**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**  
**Notes to the Financial Statements**  
**June 30, 2014 and 2013**

**Note 1 - Summary of Significant Accounting Principles - continued:**

**D. Accounting Principles - Continued**

*Temporarily Restricted Net Assets:*

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) for reclassifications to or from other classes of net assets as a consequence of donor-imposed stipulations, their expiration by passage of time, or their fulfillments and removal by actions of the Organization pursuant to those stipulations. Temporarily Restricted Net Assets at June 30, 2014 and 2013 were \$28,556 and \$18,420, respectively.

*Permanently Restricted Net Assets:*

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organizations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) from reclassifications from or to other classes of net assets as a consequence of donor-imposed stipulations. There are no Permanently Restricted Net Assets at June 30, 2014 and 2013.

**E. Income Taxes**

The Organization is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Center's evaluation on June 30, 2014 and 2013 revealed no uncertain tax positions that would have a material impact of the financial statements.

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**  
**Notes to the Financial Statements**  
**June 30, 2014 and 2013**

**Note 1 - Summary of Significant Accounting Principles - Continued:**

**F. Fixed Assets**

Fixed assets are recorded at historical cost at the time of acquisition. Depreciation is calculated by the straight-line method over their estimated useful lives ranging from three to thirty-nine years. Repairs and maintenance are charged to operations as incurred, whereas major betterments are capitalized. The estimated useful lives of the assets are as follows:

<u>Description</u>	<u>Method</u>	<u>Life</u>
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Vehicles	Straight-Line	5 years
Buildings and Improvements	Straight-Line	5-39 years

**G. Accounts Receivable**

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. Historically, the Organization has not experienced material write offs, and therefore has not established an allowance account.

**H. Donor-Restricted Contributions**

The Organization's policy is to report donor-restricted contributions whose restrictions are met in the same reporting period, as unrestricted support, as there is no effect to reported restricted net assets.

**I. Investments**

The Organization accounts for investments following current accounting standards, under which its marketable investment securities are reported at fair market value at the date of the financial statements. Accordingly, realized gains and losses resulting from sales or distributions, as well as unrealized holding gains and losses are included in the statement of activities. Realized gains or losses are reflected as increases or decreases in the Organization's unrestricted net assets. The net change in unrealized holding gains or losses since the last fiscal year end are also recorded as increases or decreases in the Organization's operations. See Note No. 9.



**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**  
**Notes to the Financial Statements**  
**June 30, 2014 and 2013**

**Note 1 - Summary of Significant Accounting Principles - Continued:**

**J. Advertising**

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$814 and \$1,576 for the years ended June 30, 2014 and 2013, respectively.

**K. Functional Allocation of Expenses**

The costs of providing the various program services have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**Note 2 –Receivables:**

Receivables are as follows:

	<u>2014</u>	<u>2013</u>
Oxford House	\$ 7,500	\$ 7,500
US Probation Contract	17,981	1,148
Accounts Receivable	8,488	659
Multiple Offender Program	12,450	13,500
Grant Receivable	35,400	59,000
NH Department of Health and Human Services	<u>73,442</u>	<u>117,292</u>
	<u>\$ 155,261</u>	<u>\$ 199,099</u>

**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**  
**Notes to the Financial Statements**  
**June 30, 2014 and 2013**

**Note 3 - Notes Payable:**

At June 30, 2014 and 2013, notes payable were as follows:

	<u>2014</u>	<u>2013</u>
Note Payable to the City of Manchester, bearing a fixed annual interest rate of 0%, payable in annual installments of \$5,000. Matures in October 2018. The City has the option to forgive \$25,000 over the first 5 years of the note. \$5,000 was forgiven for the years ended June 30, 2014 and 2013.	\$ 25,000	\$ 35,000
Note payable to the City of Manchester, bearing a fixed annual interest rate of 3%, payable in monthly installments of \$388. Matured in November 2013.	0	1,926
Total Notes Payable	<u>25,000</u>	<u>36,926</u>
Less: Current Maturities on Notes Payable	<u>(5,000)</u>	<u>(6,926)</u>
Notes Payable – Long-Term Portion	<u>\$ 20,000</u>	<u>\$ 30,000</u>

Future minimum principal payments are as follows:

<u>For The Fiscal Years</u> <u>Ended June 30,</u>		<u>Notes</u> <u>Payable</u>
2015	\$	5,000
2016		5,000
2017		5,000
2018		5,000
2019		5,000
<b>Totals</b>	<b>\$</b>	<b><u>25,000</u></b>

-Continued on Next Page-

**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**  
**Notes to the Financial Statements**  
**June 30, 2014 and 2013**

**Note 4 – State Loan Payable:**

At June 30, 2014 and 2013, the organization has a State Loan Payable of \$20,000. This loan is for the Oxford House and will be repaid to the State if the Organization decides to not participate in the program.

**Note 5 – Temporarily Restricted Net Assets:**

Temporarily Restricted Net Assets at June 30, 2014 consist of the following:

Bean Foundation – Building Repairs	\$ 20,000
Samuel Hunt Foundation – Building Repairs	<u>8,556</u>
	<u>\$ 28,556</u>

**Note 6 – Concentration of Credit Risk – Cash in Bank:**

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

**Note 7 – Concentration of Revenue and Support Sources:**

The Organization's primary source of revenues are Block Grants for Prevention and Treatment of Substance Abuse passed through by the State of New Hampshire. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services and miscellaneous income and grants.

**Note 8 – Contributions:**

Donated materials, equipment and essential services are reflected as contributions in the accompanying financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These Transactions have been recorded as follows.

	<u>2014</u>	<u>2013</u>
Donated services, materials, equipment and food	\$ 28,962	\$ 29,480

**SERENITY PLACE**  
**NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**  
**Notes to the Financial Statements**  
**June 30, 2014 and 2013**

**Note 9 – Investments:**

The cost and fair market values of investment securities held are as follows:

<u>Description</u>	<u>Cost</u>	<u>Fair Market Value</u>	<u>Accumulated Holding Gains Or (Losses)</u>
Mutual Funds - 2014	\$ 45,862	\$ 84,144	\$ 38,282
Mutual Funds – 2013	\$ 43,176	\$ 70,022	\$ 26,846

Current year unrealized gains (losses) were \$11,436 and \$8,636 for the years ended June 30, 2014 and 2013, respectively.

**Note 10 – Line of Credit:**

As of June 30, 2014 there was a \$100,000 line of credit available through a commercial bank. The line of credit carries an interest rate of 4.13% as of June 30, 2014. At June 30, 2014 and 2013 there was \$36,305 and \$37,800, respectively, outstanding on this credit line.

**Note 11 – Subsequent Events:**

Subsequent events have been evaluated thru January 9, 2015, which is the date the financial statements were available to be issued.

NAME
Roger Beauchamp 10/2009
Jeff Benson 2/2014
Tiffany Cavanaugh Treasurer 4/2009
Mary Constance 3/2014
John FitzGerald, III 2/2014
Ross Kukish Secretary 8/2012
Anthony Messina 8/2012
Michael O'Shaughnessy Vice- President 3/2011
Russ Ouellette President 1/2011

Barbara Potvin  
3/2014

Bobby Schultz  
2/2012

Alan Villeneuve  
1/2011

All Board Meeting  
No Board Meeting

Sharon Drake

[REDACTED]  
[REDACTED] 07  
[REDACTED]  
[REDACTED]

### OBJECTIVE

Management level leadership position utilizing community relations, program development, housing oversight, grant writing, networking, fund development, financial, strategic planning/thinking, collaborative processing, board development/management, and managerial experience with opportunity for high community impact and personal growth.

#### **November 2008 to Present – CEO, Serenity Place, Manchester, NH**

Directly responsible for the administration, development, management and operations of Serenity Place's education programs, withdrawal management program, transitional living programs, intensive outpatient program, open access program, and the REAP (DUI) program according to established policies and procedures.

- Directly manages all aspects of \$1.6M dollar+ annual budget including state & federal funds, private foundation and trusts, grant writing, fundraising, donor solicitation and relations, reports to all funders/donors, etc.
- Responsible for building visibility of agency, programs, and public policy positions and community impact.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are carried out.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff (currently 45 total full and part time staff).
- Provides direct supervision and leadership to the Management Team who oversees all day-to-day operations, programs, and clinical functions (consists of Controller/HR Officer, Development Director, Clinical Director, and Program Director).
- Assists the Board of Directors in developing a financial plan to fund programming, including new initiatives and strategies that will propel the agency forward (i.e., third party billing, Affordable Care Act, etc.).
- Works with the Board of Directors in mission development, vision development, strategic planning and goal fulfillment.
- Reports directly to the Board of Directors on all Serenity Place activities.

#### **December 2007 to November 2008 - Executive Director, Women's Business Center, Portsmouth, NH**

- Member organization for over 350 woman-owned businesses.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are accomplished.
- Directly proposes and manages all aspects of the WBC annual budget (\$300,000+) including state, federal and private foundation grant writing, fundraising, event planning, donor relations, reporting to all funders/donors, etc.
- Manages development and delivery of curriculum related to programs for members and the public.
- Creates and manages database systems to track all counseling, training, membership demographics, and donor information.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff.
- Manage the image of the WBC and advocating for women business owners.
- Increasing WBC visibility through marketing and publications.
- Reports directly to the Board of Directors.

**March 1996 to August 2007 – Program Director, New Hampshire Community Loan Fund, Concord, NH**  
**NH Statewide IDA Collaborative: Assisted low-income individuals to save more than \$1 Million and purchase more than \$30 Million in assets.**

- Program creation and development which has included policies and procedures, template and forms, and handbook.
- Recruitment of local community partner organizations (more than 20) statewide which has included training of local organization staff.
- Grant writing/fundraising – more than \$1.7 million in federal program funds and nearly \$6 million in public/private funds including CDFA tax credits.
- Managed development of Access Database Management System for tracking of individual savings, match, funds raised, demographic, training, and other information for reporting purposes.
- Problem-solve and network with all partners through daily contact and/or quarterly Community Partner Meetings.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Traveled nationally as an expert in the field.

**Home of Your Own Program: Assisted 81 low-income individuals to become homeowners.**

- Program development which has included process for delivering homebuyer education to individuals with disabilities and their support teams.
- Created financial packages for potential homeowners and worked closely with lending partners and closing agents through the purchase process.
- Working closely with area agencies for developmental services and other vendor organizations statewide.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Grant writing/fundraising – more than \$1 million in funds for down payment, closing costs, and rehab associated to purchase through local and regional foundations and the Federal Home Loan Bank of Boston's Affordable Housing Program.
- Supervise and train all in-house staff associated to program.
- Maintain and manage external relations with financial institutions and funding partners which include NH Housing Finance Authority, NH Bureau of Developmental and Behavioral Health Services, NH Developmental Disabilities Council, foundations, etc.
- Understand and educate teams on housing issues as it relates to individual budgets and Medicaid funding.

**Transitional Housing and Special Needs Housing Program: Assisted local community organizations to develop loan request packages to NHCLF. After approval of loans, provided long-term technical assistance and portfolio management.**

#### **Education:**

- Notre Dame College, Manchester, NH – Bachelor of Science Degree in Psychology, Graduate May 1999
- New Hampshire Technical Institute, Concord, NH – Associate in Science Degree in Human Services, Graduate August 1994
- Graduate and Ongoing Student at NeighborWorks® America Training Institutes (transcript of courses completed available upon request)

#### **Other Activities:**

- Past Chair, Governor Appointed Position on the Emergency Shelter & Homeless Coordination Commission (Member since 1994, Chair since 2006) (Commission disbanded 2011)
- Certified Instructor National Crisis Prevention & Intervention Institute since 1995
- 2005 Graduate Institute for Nonprofit Management Antioch New England Graduate School
- 1995 Graduate Dale Carnegie Course – Highest Achievement Award Recipient
- 1995 Graduate Leadership Concord, Concord Chamber of Commerce
- 2012 Graduate Leadership Manchester, Greater Manchester Chamber of Commerce
- Current Board Member: Healthcare for the Homeless/CMC, Manchester, NH and PACE (Professional Association of Council Executives), Washington, DC



Dominic Donahue, NCC, LMHC, LADC I, CADAC.

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**Objective**

A challenging position as that would provide support, education and awareness to individuals.

**Summary of Qualifications**

- \* Excellent communication skills, both oral and written needs of others
- \* Experience with curriculum development and implementation
- \* Effective Presentation Skills
- \* Management leadership and organizational skills
- \* Extensive experience in crisis intervention
- \* Substantial understanding of the dynamics of domestic violence.

**Professional Accreditation**

- \* Nationally Certified Counselor (NCC)
- \* Certified Clinical Mental Health Counselor (CCMHC)
- \* Certified Alcohol and Drug Abuse Counselor (CADAC) and (LADC I)
- \* Certified Co-Occurring Disorder Professional- Diplomate (CCDP-D)
- \* Substance Abuse Professional (SAP) Department of Transportation Certification
- \* Approved Clinical Supervisor certified (ACS)
- \* Certified Batterer's Intervention Counselor
- \* Spiritual Care giving to Help Addicted Persons and Families Certificate
- \* Substance Abuse Counseling Certificate
- \* Certified HIV/AIDS Educator
- \* Criminology Certificate
- \* CPR and First Aid Certified

**Professional Background**

Serenity Place, Manchester, NH

2014 – Present

**Clinical Director**

- Direct supervision of clinical programs and personnel.
- Assist in developing and supervising provisions of all clinical records and programs offered by the Agency.
- Assist with grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Screen, train, and supervise existing and new staff to develop and build an effective organization.
- Proficient in Evidence Based Practices.
- Retain working relationship with organizations, service providers, and other agencies.
- Maintain a high level of professional and ethical standards.
- Schedules and leads regular case conferences. Promotes and maintains an atmosphere which encourages and facilitates a client review process to ensure coordinated, comprehensive, and individualized provision of client services.
- Oversees the training of new employees in the Staff Code of Ethics and confidentiality policies.

Roxbury Community Health Care Center, Roxbury, MA

2012-2013

**Senior Clinician/ Suboxone Program Coordinator**

- Provide assessment, diagnosis, and treatment for psychological illness and Substance Abuse through case management, individual, group, family and marital Psychotherapy, consultation, education and prevention to promote maximum benefits from the services provided.
- Attend, present and complete necessary documentation for case management team meetings
- Conducting clinical assessments of individuals, couples and families.

- Conduct substance abuse groups and explore symptoms, underlying causes and consequences to the individual, couples and families.
- Focused on discussing behavior responsibility, motivation and attitudes in achieving redirected behavior.

Arbour Counseling Services: Allston, Ma

2004-2012

**Program Director-School-Based Program**

- Supervised 10-15 Clinicians weekly while working with K-12 students within Boston Public Schools
- Conducted individual as well as group counseling sessions for students facing behavioral and developmental problems
- Conducted seminars/workshops for Teachers and Parents on Developmental and adjustment issues in classroom.
- Conducted several seminars for parents and suggested ways to overcome the behavioral problems of their children.
- Acted as a successful link between students, their teachers and parents.
- Maintained all records and all billing issues related to program development.

HRI, Arbour Hospital, Brookline, MA

2002-2004

**Triangle PHP Clinical Coordinator**

- Provided high end clinical work and treatment services to patients with complex psychosocial needs and Substance abuse diagnosis's independently as well as in group therapy.
- Evaluated patients at admission and formulated appropriate treatment plans.
- Took a fundamental role in coordinating services with the interdisciplinary team and community agencies to ensure appropriate patient care.
- Provided ongoing case management along with advocacy services for patients with medically related social and emotional problems.
- Re-evaluated at appropriate intervals with patients and maintained electronic records in accordance with Hospital and State regulations.

Spectrum Health Systems, Inc., Somerville, Ma

2001-2002

**Clinical Director –Spectrum Shelter for Boys.**

- Provided emergency services with day services for children ages 11-18 in a stabilization program.
- Provided necessary supervision and administration to 30 clinical and staff employees.
- Initiate and formulate treatment planning and discharge planning.
- Offered various kinds of family therapy instructions with psychology internship programs.
- Worked as the responsible authority for all aspects of admissions, clinical care, and crisis work along with psychiatric day services for children with severe mental health and development problems.
- Supervised treatment action for 30 clients for a 45 day period along with educational and clinical needs.

"Reaching out to Women", Lynn, Ma

2000-2001

**Senior clinician**

- Performed individual and group substance abuse counseling psychotherapy
- Conducted court-ordered evaluations and conducted specialized assessments for Court mandated women
- Worked with women on issues around trauma, domestic violence, and substance abuse, evaluated and reported progress.

Tri-City Mental Health & Retardation Center, Lynn, Ma. 1999-2001

**Group Facilitator in Batterer's Intervention**

- Conducted batterer's intervention group using Deluth Model of Intervention.
- Conducted individual assessments and ongoing treatment involvement
- Managed a high caseload (up to 45)

Essex County Correctional Facility, Middleton, Ma 1997-1999

**Alternatives to Domestic Violence & Abuse Program  
Program Director**

- Tracking record of the domestic violence cases with administration for parole and probation departments.
- Receiving cases from other units and prisons and classifying them according to given parameters.
- Conducting batterer's intervention groups within a jail setting.
- Supervising all staff clinical and officers.
- Supervising progression with enforcement of legal policies and codes.

Serenity Supportive Housing, Topsfield, Ma. 1995-1997

**Assistant Program Director**

- provided counseling to HIV infected patients and motivated them for a healthy happy life
- Delivered lectures on the role of society towards HIV patients
- Conducted HIV tests and both pre and post counseling sessions for individuals.
- Conducted HIV/AIDS educational workshops for college students.

**Educational Background**

- \* **Doctor of Clinical Psychology Candidate**, January 2010-present  
California Southern University
- \* **Masters of Science in Clinical Psychology May 2004**  
Salem State College Salem, Ma, U.S.A
- \* **New England School of Addiction Studies, summer 2000.**  
University of Eastern Connecticut, Willimantic, CT.
- \* **Masters of Education in Integrated Studies, 2000**  
Cambridge College, Cambridge, Ma, U.S.A
- \* **Graduate Courses in Psychology, 1998**  
University Of Massachusetts at Boston, Boston, Ma. U.S.A.
- \* **Bachelor of Arts degree in Sociology and Folklore 1994**  
Memorial University of Newfoundland, St. John's, Newfoundland
- \* **Bachelor of Education (Adult Education), Sept. 2005-present.**  
Memorial University of Newfoundland, St. John's Newfoundland
- \* **Associate's Degree in Science. Major in Drug and Alcohol Rehabilitation, 1996**  
North Shore Community College, Danvers, Ma. U.S.A

**References Available upon Request**

**KRISTIN J. FRANKLIN, MBA, MSF, EA  
CPA CANDIDATE**

[REDACTED]

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**KEY QUALIFICATIONS**

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- Seven years of experience in a not-for-profit finance office, including accounting for grants
- General ledger accounting and reconciliation, trial balance, financial statement preparation, monthly and annual close
- Financial analysis including projections, capital budgeting, cost, variance, sensitivity, scenario, and benchmarking
- Support of financial statement and other regulatory audits, as well as fraud and internal control audits
- Knowledgeable of payroll tax concerns
- Experienced in researching inconsistencies and implementing remedies
- Development and production of financial reports for external purposes and internal purposes, including for C-level management
- Teaching and presentation of financial concepts
- Desire and passion to contribute in a meaningful way to an organization that makes a positive difference
- CPA candidate – passed all parts of CPA exam (FAR – May 2012, REG – Oct 2012, AUD – Jan 2013, BEC – Feb 2013)

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**PROFESSIONAL EXPERIENCE**

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**National Council on Alcoholism and Drug Dependence-Greater Manchester (dba Serenity Place)** Manchester, NH  
*Controller/HR Officer* 2014 – current

- Responsible for \$2m budget and human resources functions, including weekly payroll, of the only agency in Manchester (NH) that serves those coping with Substance Use Disorder who are unable to pay.
- Reduced expenses by changing vendor for credit card services, working with copier lessor to cost savings and eliminating redundancy in insurance coverage.
- Negotiated payment terms with vendors during lean times.
- Instituted e-mailing of paystubs.
- Aligned annual enrollment for various benefits and instituted a 403(b) thrift plan.

**Southern New Hampshire University** Manchester, NH  
*Accountant/Financial Analyst* 2008 – 2014

- Developed and produced reports of complex financial information for senior management and the Board of Trustees.
- Benchmarked the finance and administration divisions of SNHU against itself and a peer group of nineteen institutions. Requires collaboration with directors of functional units within the division. Report suggests plans for action.
- Served as a resource to staff of other departments who have questions or concerns about departmental budgets, revenues, expenses, accounting, policies or procedures.
- Led an *ad hoc* committee to draft policy revisions and suggest needed policies.

*Adjunct faculty – Finance & Accounting* 2002 – 2014

- Teach graduate cost accounting, undergraduate introductory corporate finance, student-managed investment fund, personal finance, and graduate/undergraduate Series 7 preparatory course.

*Associate Director, Center for Financial Studies* 2002 – 2008  
*Graduate Assistant to the Director, CFS* 2001 – 2002

- Responsible for operations of the Center including supervision of staff, budget management, vendor and community relationships, technical reliability and user support.
- Developed and delivered numerous academic papers, seminars, workshops and training sessions to university students, staff, faculty and campus visitors, as well as at academic conferences.
- Chaired University Budget Advisory Committee, 2005 – 2008. During this period, the committee worked with the accounting staff to develop a method for comprehensive analysis of the university's costs.
- Selected for first cohort of the university's Professional Enrichment Program (PEP).

K. Franklin

**Merrimack H&R Limited**

Merrimack, NH

*Instructor/Trainer*

1993 – 2000

*Enrolled Agent/Tax Preparer*

1992 – 2000

- Supervised and trained tax preparation staff. Taught personal income tax courses to accounting professionals and non-professionals.
- Provided forecasting, budgeting, scenario and variance analysis for small business clients.
- Designed and conducted a feasibility study to determine the likely acceptance by the firm's clientele of financial planning services.

**MedNow**

Orono, ME

*Medical Assistant*

1985 – 1987

- Checked in patients, assisted in laboratory, completed claim forms for third party billing including Maine Medicaid and private insurance companies, posting of insurance payments to patient accounts.

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**EDUCATION**

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2003	M.S., Finance	Southern New Hampshire University Manchester, New Hampshire
2001	M.B.A.	Southern New Hampshire University Manchester, New Hampshire
1987	B.S., Microbiology with highest distinction	University of Maine Orono, Maine

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**PROFESSIONAL LICENSES AND MEMBERSHIPS**

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American Institute of Certified Public Accountants, associate member

Institute of Management Accountants, member

NH Society of Certified Public Accountants, associate member; member of not-for-profit accounting and careers committees

National Association of College and University Business Officers, member

Eastern Association of College and University Business Officers, member

Enrolled to practice before the Internal Revenue Service since 1995, #2013-58816

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**SOFTWARE**

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Ellucian (Datatel) Enterprise Resource Planning program, including Query Builder and Informer

Synoptix for Datatel

SAP BusinessObjects Web Intelligence

QuickBooks

MS Office including Excel, Word, PowerPoint, Publisher and Outlook

Certified in Bloomberg for equities, fixed income and foreign exchange

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sharon Drake	CEO	\$54,621	0%	\$0
Dominic Donahue	Clinical Director	\$48,750	0%	\$0
Kristin Franklin	Controller	\$40,500	0%	\$0



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Council on Alcoholism and Drug Dependence/Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 101 Manchester Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #107) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$1,577,404.00.
3. Add Exhibit A-1, Scope of Services
4. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7/22/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

National Council on Alcoholism and Drug  
Dependence/Greater Manchester

7/20/15  
Date

Sharon Drake  
NAME Sharon Drake  
TITLE CEO

Acknowledgement:  
State of NH, County of Hillsborough 7/20/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Donna Rodriguez  
Name and Title of Notary or Justice of the Peace

**DONNA RODRIGUEZ**  
Notary Public - New Hampshire  
My Commission Expires October 26, 2016





New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/3/15  
Date

Name: Megan A. Gandy  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

New Hampshire Department of Health and Human Services  
Improving Current Services and Expanding Capacity for New Services  
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A-1

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.



## **Method and Conditions Precedent to Payment**

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

#### **A. Funding for Exhibit A, Amendment #3**

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$260,000.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

#### **B. Funding for Exhibit A-1, Scope of Services**

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed \$20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the



rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential– Adult, including pregnant and parenting women	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential Treatment – Adolescent	\$128.00/day	\$896 (7 days) /week
X	Transitional Living – Adult	\$100.00/day	\$700 (7 days) /week
X	Transitional Living – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost	Up to the Budget



Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
		Reimbursement	Amount

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for



clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.



**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

**IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services**

A. Payment for said services shall be made as follows:





- i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
  - ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.  
The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
  - C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.
  - D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
  - E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
  - F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
  - G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
  - H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

# CERTIFICATE OF VOTE

I, Tiffany Cavanaugh, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of NCADD Greater Manchester – Serenity Place.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on May 25, 2011:  
(Date)

**RESOLVED:** That the Executive Director/CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 20th day of July, 2015.  
(Date Contract Signed)

4. Sharon Drake is the duly elected Executive Director/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Tiffany Cavanaugh  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 20th day of July, 2015.

By Tiffany Cavanaugh, Board Treasurer.  
(Name of Elected Officer of the Agency)

Donna Rodriguez  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

**DONNA RODRIGUEZ**  
Notary Public - New Hampshire  
My Commission Expires October 26, 2016

Commission Expires: \_\_\_\_\_



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 21, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Council on Alcoholism and Drug Dependence/Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 101 Manchester Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #107) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$1,557,404.00.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.
9. Add Exhibit C-1, Revisions To General Provisions.
10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/10/15  
Date

*Kathleen A. Dunn*  
for Kathleen A. Dunn, MPH  
Associate Commissioner

National Council on Alcoholism and Drug  
Dependence/Greater Manchester

6/4/15  
Date

*Sharon Drake*  
NAME Sharon Drake  
TITLE CEO

Acknowledgement:

State of NH, County of USA on 6-4-15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

*Donna Rodriguez*  
Name and Title of Notary or Justice of the Peace

**DONNA RODRIGUEZ**  
Notary Public - New Hampshire  
My Commission Expires October 26, 2016



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/9/15

[Signature]  
Name: Michael J. Healy  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Contractor Initials: SD  
Date: 6/4/15



Exhibit A Amendment #3

Scope of Services

**A. Population Served**

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

**B. Required Treatment Services**

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	Treatment Services
X	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b>                      Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b> Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
X	<p><b>Transitional Living (ASAM Level 3.1)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Transitional Living (ASAM Level 3.1) - Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</b> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</b> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</p>
	<p><b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</b> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>





Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
X	<p><b>Recovery Support Services:</b>                      Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.                      Types of Recovery Support Services are listed below:</p>
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><b>Recovery Support Services</b> as identified above provided to pregnant &amp; parenting women.</p>

**C. Required Provisions for Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by an ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.



**Exhibit A Amendment #3**

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Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care



Exhibit A Amendment #3

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3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. **Medication Assisted Treatment with Buprenorphine eligibility:** Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

**Waiting List Management:**

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

**Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:**

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

**Interim Services for other Clients:**

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

**Services to pregnant and parenting women:**

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:



**Exhibit A Amendment #3**

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- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.





Exhibit A Amendment #3

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**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.



Exhibit A Amendment #3

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***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the



Exhibit A Amendment #3

Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.



## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$260,000.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential– Adult, including pregnant and parenting women	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential Treatment – Adolescent	\$128.00/day	\$896 (7 days) /week
X	Transitional Living – Adult	\$100.00/day	\$700 (7 days) /week
X	Transitional Living – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

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5/27/15





\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

### III. Performance Incentives:

#### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.



- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.



- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



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**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.





**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D Amendment #1



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

5/27/15  
Date

Sharon Drake - N/CADD/GM  
Name: Sharon Drake  
Title: CEO



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/27/15  
Date

Sharon Drake - NCADD/GM  
Name: Sharon Drake  
Title: CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/27/15  
Date

Sharon Drake - NCADD/GM  
Name: Sharon Drake  
Title: CEO

SD  
Contractor Initials  
Date 5/27/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

SD

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

5/27/15

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/27/15  
Date

Sharon Drake - NCADD/GM  
Name: Sharon Drake  
Title: CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

SD

Date

5/27/15





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/27/15  
Date

Sharon Drake - NCAADD/GM  
Name: Sharon Drake  
Title: CEO



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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5/27/15



- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

SD

Date

5/27/15



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen Quinn  
Signature of Authorized Representative

Kathleen A. Quinn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/28/15  
Date

NCA DD / GM - Serenity Place  
Name of the Contractor

Sharon Drake  
Signature of Authorized Representative

Sharon Drake  
Name of Authorized Representative

CEO  
Title of Authorized Representative

5/27/15  
Date

## CERTIFICATE OF VOTE

I, Russell Ouellette, do hereby certify that:  
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of NCADD Greater Manchester – Serenity Place.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on May 25, 2011.  
(Date)

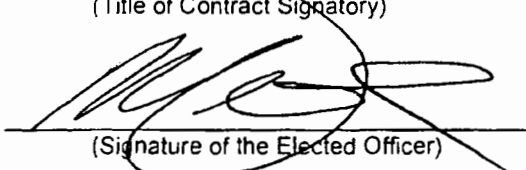
**RESOLVED:** That the Executive Director/CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 4th day of June, 2015.  
(Date Contract Signed)

4. Sharon Drake is the duly elected Executive Director/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

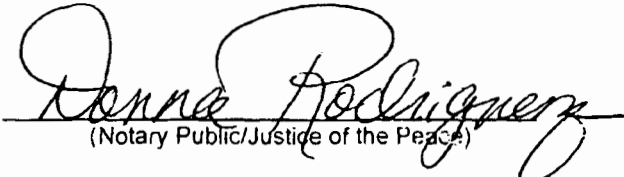
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 4th day of June, 2015,

By Russell Ouellette  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: DONNA RODRIGUEZ  
Notary Public - New Hampshire  
My Commission Expires October 26, 2016



CONTRACTOR NAME

Key Personnel

July 1, 2015 – December 31, 2015

Name	Job Title	Salary (6 months)	% Paid from this Contract	Amount Paid from this Contract
Sharon Drake	Executive Director/CEO	\$36,414	.086%	\$627.85
Dominic Donahue	Clinical Director	\$32,500	11.3%	\$7,349.71
Kristin Franklin	Controller	\$27,000	9.5%	\$5,139.66

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



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State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Council on Alcoholism and Drug Dependence/Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 101 Manchester Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 107) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-29900000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$1,297,404
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/14  
Date

John T. Rod  
NAME  
TITLE Director

National Council on Alcoholism and Drug  
Dependence/Greater Manchester

5/22/14  
Date

Sharon Drake  
NAME  
TITLE CEO

Acknowledgement:

State of New Hampshire, County of Hillsborough on May 22, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Jennifer Fontaine  
Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

*Rosemary Wiant*  
Name: *Rosemary Wiant*  
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

**Service Table** - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
X	<b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Outpatient Treatment (ASAM Level 1) - Pregnant &amp; Parenting Women</b> - Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> - A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1) - Pregnant &amp; Parenting Women</b> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) - Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

	pregnant & parenting women.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<i>Recovery Support Services</i> as identified above provided to pregnant & parenting women.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

C. *Required Services*

*Priority Admission:*

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

*Required Outreach:*

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

*Health Facilities Administration Licensing Requirements:*

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

*Capacity Reporting:*

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**Access to Services:**

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

**Clients Eligible for Treatment Services:**

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.





Exhibit A Amendment #2

- b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**Staff Licensing Requirements:**

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

**Staff Certification Requirements:**

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

**Supervision:**

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**ATR and Recovery Support Services:**

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

The remainder of this page is intentionally left blank.



Exhibit B Amendment #2

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$432,468 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.**

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #2

X	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for



Exhibit B Amendment #2

services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. **Abstinence:** The client reports reduced or no substance use in the past 30 days.
- ii. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days.
- iv. **Stability in Housing:** The client reports being in stable housing.
- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #2

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**V. Charitable Choice:**





Exhibit B Amendment #2

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Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER is a New Hampshire nonprofit corporation formed December 7, 1977. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9<sup>th</sup> day of May A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Russell Ouellette, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of NCADD Greater Manchester – Serenity Place.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on May 25, 2011:  
(Date)

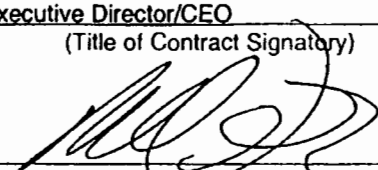
**RESOLVED:** That the Executive Director/CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 22nd day of May, 2014.  
(Date Contract Signed)

4. Sharon Drake is the duly elected Executive Director/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

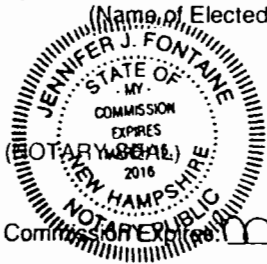
  
(Signature of the Elected Officer)

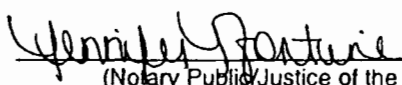
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 5th day of May, 2014.

By Russell Ouellette  
(Name of Elected Officer of the Agency)



  
(Notary Public/Justice of the Peace)



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Council on Alcoholism and Drug Dependence of Greater Manchester (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 101 Manchester Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 864,936.00
- 2) Amendment and modification of Exhibit A;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) **Change II A from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
**Change to:** "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) **Change II B Group Recovery Support Services from:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."



**Change to:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

**Table SAMHSA National Outcome Measures**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>• 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

New Hampshire Substance Abuse Treatment and Recovery Support Services



DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) Delete in Section II; "TOTAL: \$432,468.00"
- 4) Add Exhibit B-1 and B-2

New Hampshire Substance Abuse Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/13  
Date

Nancy L. Rollins  
Nancy L. Rollins  
Associate Commissioner

National Council on Alcoholism and Drug  
Dependence of Greater Manchester

5/9/13  
Date

Sharon Drake  
Name: Sharon Drake  
Title: Executive Director

Acknowledgement:

State of N.H., County of Hillsborough on 5-9-13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Tillie H. McNulty  
Name and Title of Notary or Justice of the Peace

Tillie H. McNulty  
Justice Of The Peace  
my commission expires  
4-15-14

New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013  
Date

*[Signature]*  
Name: *Yvonne P. Herrick*  
Title: *Attorney*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B-1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: NCAADD/M Seacoast Place - Intensive Outpatient Program  
Budget Request for: Intensive Outpatient Program - Substance Abuse Treatment Services  
(Name of BTA)  
Budget Period: State Fiscal Year 2014

Line Item	Fiscal Year	Total Program Cost			Contractor Allow / Match			Funded by DARS contract share		
		Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	3	53,539.00	0.00	53,539.00	7,145.00	2,258.83	9,403.83	51,395.00	2,142.00	53,537.00
2. Employee Benefits	3	11,452.17	867.00	12,340.00	268.12	268.84	536.96	11,164.00	596.00	11,752.00
3. Computers	3	-	-	-	-	-	-	-	-	-
4. Equipment	3	-	-	-	-	-	-	-	-	-
5. Rental	3	1,055.00	50.00	1,111.00	57.00	-	57.00	998.00	56.00	1,054.00
6. Repair and Maintenance	3	-	-	-	-	-	-	-	-	-
7. Purches and Depreciation	3	-	-	-	-	-	-	-	-	-
8. Supplies	3	-	-	-	-	-	-	-	-	-
9. Educational	3	-	-	-	-	-	-	-	-	-
10. Lab	3	560.00	43.00	603.00	-	-	-	560.00	43.00	603.00
11. Pharmacy	3	-	-	-	-	-	-	-	-	-
12. Medical	3	-	-	-	-	-	-	-	-	-
13. Office	3	1,153.00	-	1,153.00	603.00	-	603.00	550.00	-	550.00
14. Travel	3	305.00	118.00	423.00	118.00	-	118.00	180.00	118.00	308.00
15. Occupancy	3	3,084.00	188.00	3,832.00	233.00	-	233.00	2,431.00	168.00	3,599.00
16. Current Expenses	3	-	-	-	-	-	-	-	-	-
17. Telephone	3	244.00	-	244.00	-	-	-	244.00	-	244.00
18. Postage	3	25.00	-	25.00	-	-	-	25.00	-	25.00
19. Subscriptions	3	434.00	-	434.00	-	-	-	434.00	-	434.00
20. Audit and Legal	3	-	-	-	-	-	-	-	-	-
21. Insurance	3	1,254.00	126.89	1,380.89	126.05	-	126.05	327.04	1,136.00	1,135.00
22. Board Expenses	3	-	-	-	-	-	-	-	-	-
23. Software	3	112.00	272.00	384.00	-	-	-	112.00	272.00	384.00
24. Machinery/Communications	3	-	-	-	-	-	-	-	-	-
25. Staff Education and Training	3	1,223.00	-	1,223.00	-	-	-	1,223.00	-	1,223.00
26. Subcontract/Agreements	3	-	-	-	-	-	-	-	-	-
27. Other (Specify in Remarks)	3	-	-	-	-	-	-	-	-	-
TOTAL	3	78,826.17	6,061.89	84,888.06	3,447.17	2,976.89	6,424.06	71,464.00	3,382.00	74,846.00

Indirect As A Percent of Direct 5.0%

SD  
5/9/13

Exhibit B-2

Indiana Department of Health and Human Services  
**ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: NCADDGM - Serenity Place

Budget Request for: Substance Abuse Treatment Services - Transitional Living Program - Main Building  
(Name of NP)

Budget Period: State Fiscal Year 2014

Line Item	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
1 Total Salary/Wages	431,758.00	19,417.00	481,203.00	201,061.00	6,634.00	210,977.00	230,865.00	9,911.00	246,276.00			
2 Employee Benefits	20,848.00	24,321.00	95,489.00	20,841.00	21,984.00	42,725.00	50,107.00	2,637.00	52,744.00			
3 Commodities												
4 Equipment												
5 Rental	1,459.00		1,459.00				1,459.00		1,459.00			
6 Repair and Maintenance	3,879.00	294.00	5,877.00	4,650.00		4,650.00	1,029.00	294.00	1,327.00			
7 Purchase/Depreciation	17,587.00		17,587.00			17,587.00						
8 Supplies												
9 Educational												
10 Lab	8,185.00		8,185.00	3,153.00		3,153.00	6,032.00		8,032.00			
11 Pharmacy												
12 Medical												
13 Office	2,811.00	232.00	3,043.00	2,811.00		2,811.00		232.00	232.00			
14 Travel	1,758.00	617.00	2,375.00	1,202.00		1,202.00	854.00	617.00	1,171.00			
15 Occupancy	18,004.42	898.00	17,103.42	2,695.29		2,695.29	14,004.00	898.00	14,903.00			
16 Current Expenses												
17 Telephone	4,538.00		4,538.00	374.00		374.00	4,164.00		4,164.00			
18 Postage	383.00		383.00	383.00		383.00			383.00			
19 Subscriptions	1,411.00		1,411.00	1,411.00		1,411.00			1,411.00			
20 Audit and Legal												
21 Insurance	5,313.00	383.00	5,696.00	5,313.00		5,313.00		383.00	383.00			
22 Board Expenses												
23 Software		1,464.00	1,464.00					1,464.00	1,464.00			
24 Marketing/Communications	584.25	134.00	718.25	584.25		584.25		134.00	134.00			
25 Staff Education and Training	20,103.00		20,103.00				20,103.00		20,103.00			
26 Subcontracts/Agreements												
27 Other (Excludes 25, 26, 27, 28, 29)												
28 Food	16,488.00		16,488.00	4,154.00		4,154.00	12,334.00		12,334.00			
29 Licenses and Fees	180.00	151.00	331.00	180.00		180.00		151.00	151.00			
30 Individual client needs	600.00		600.00					600.00	600.00			
<b>TOTAL</b>	<b>967,246.72</b>	<b>68,137.96</b>	<b>686,642.72</b>	<b>296,314.72</b>	<b>31,720.89</b>	<b>296,834.72</b>	<b>341,891.00</b>	<b>16,417.96</b>	<b>387,648.88</b>			

Indirect As A Percent of Direct 7.9%

SD  
5/9/13

WITHOUT SEAL

CERTIFICATE OF VOTE

I, George McNamara, of NCADD Greater Manchester – Serenity Place, do hereby certify that:


1. I am the duly elected President of NCADD Greater Manchester – Serenity Place;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on May 25, 2011;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Sharon Drake is the duly elected Executive Director of the corporation.

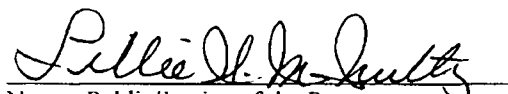
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 9, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the corporation this 9th day of May, 2013.



STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9th day of May, 2013 by George McNamara.



Notary Public/Justice of the Peace  
My Commission Expires: 4-15-14

MS  
SKW 11



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
DATE 6/20/12  
PAGE 14  
ITEM # 107

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with National Council on Alcoholism and Drug Dependence of Greater Manchester, (Vendor #177265 B001), 101 Manchester Streetm Manchester, NH 03105, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$432,468.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$198,914.00
			Subtotal	\$198,914.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$97,024.00
			Subtotal	\$97,024.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$136,530.00
			Subtotal	\$136,530.00
			<b>Total</b>	<b>\$432,486.00</b>

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

National Council on Alcoholism and Drug Dependence/Greater Manchester was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$432,468.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
  
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

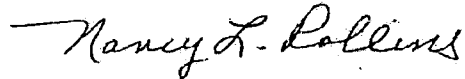
Area served: Manchester area.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

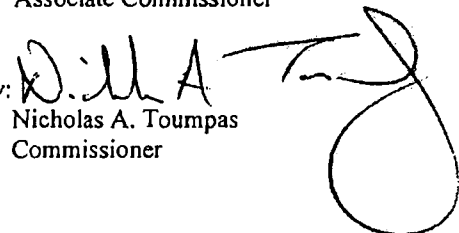
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/ljp

	Con Hosp	Fam Isr	FIT	Easter Seals	FOR-NH	GC HOC	GNCA	Headrest	Horizons	MHCGM	MFS	NHS	Phoenix	NCADD	SENHS	TYC	Tri-CAP	NESCT	
REPAIR/REP CRITERIA																			
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	11.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00	
Approach	50	42.00	46.00	48.00	47.00	41.00	41.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	45.00	42.00	27.00	
Budget	25	24.00	25.00	24.00	23.00	18.00	21.00	20.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00	
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	6.50	8.30	9.50	6.50	9.50	7.50	6.50	7.50	7.20	8.30	5.60	
Total	100	88.00	92.00	97.00	97.00	90.00	83.00	86.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00	
BUDGET REQUEST		\$170,256	\$185,000	\$27,207	\$406,794	\$7,211,666	\$47,090	\$116,428	\$1,250,112	\$285,000	\$748,943	\$59,000	\$133,454	\$744,501	\$1,618,513	\$513,951	\$7,219,436	\$37,567	\$747,691
BUDGET AVAILABLE		\$86,809	\$74,406	\$74,923	\$32,450	\$1,120,599	\$39,238	\$59,316	\$2,181,440	\$1,095,576	\$273,714	\$97,519	\$1,199,018	\$1,457,490	\$522,468	\$1,330,836	\$75,013	\$471,007	\$0

Name	Job Title	Dep/Agency	Qualifications
1) Lynn Rourke	Sub Use Disorders	Grammaring/OC	Interviewers have
2) Pamela Sullivan	Youth Counselor	SYDC	between 3-20 years
3) Jennifer Young	Program Specialist	DCYF	experience managing
4) Beanie Bluhm	Prog. Planner/Rev. Spec	Family Services	agreements with
5) Alan West Ph.D	Psychologist/VA	TX/Co-occurring	vendors for various
6) Mary Miller	Prog. Spec. IV	OCPH	DHHS and DOC
7) Michelle Ricco	Prog. Spec. IV	DPHS	programs. Areas of
8) Kathleen Hesselort	Internal Auditor I	BDAS/FBO	specific expertise
9) Lundy Keller	Administrator I	BDAS/RAD	include Maternal and
10) Michael Lawless	Prog. Spec. IV	BDAS/CSU	Child Health;
11) Bruce Blinney	Regional Coordinator	BDAS-CSU	Substance Abuse
12) Jim Stransis	Administrator I	BDAS-FBOU	
13) Linda Parker	Prog. Spec. IV	BDAS-CSU	
14) Rosannely Shannon	Administrator I	BDAS-CSU	
15) Rob O'Hannon	ATR Prog. Spec	BDAS/ATR	
16) Janine Powers	Tx&Rec. Serv. Coord	BDAS/ATR	
17) John Sweeney	Systems Dev.	BDAS/IT	
18) Michael Rodgers	Assistant Administrator	BDAS	
19) Jeffrey Matzger	Sr Mngt. Analyst	BDAS/PSU	
20) Ann Crawford	Regional Coordinator	BDAS/PSU	
21) Valerie Morgan	Administrator I	BDAS/PSU	



Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1. State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name National Council on Alcoholism and Drug Dependence of Greater Manchester		1.4 Contractor Address 101 Manchester Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-625-6980	1.6 Account Number 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$432,468.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature <i>Sharon Drake</i>		1.12 Name and Title of Contractor Signatory Sharon Drake, Exec. Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/23/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. <i>Tillie H. McNulty</i> Justice Of The Peace my commission expires <u>4-15-14</u>			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Tillie H. McNulty, Justice of the Peace</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>Nancy L. Rollins</i>		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>John P. Herick, Attorney</i> On: <u>4 June 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employec or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: *SD*  
Date: *5/23/12*

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.**

In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services  
 Exhibit A**

**I. General Provisions**

**CONTRACT PERIOD:** July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

**CONTRACTOR NAME:** National Council on Alcoholism and Drug Dependence of  
 Greater Manchester

**ADDRESS:** 101 Manchester Street, Manchester, NH 03101

**EXECUTIVE DIRECTOR:** Sharon Drake  
**TELEPHONE:** 603-625-6980

**II. Scope of Services**

*A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:*

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	\$ Awarded
Intensive Outpatient	1.0		20	\$75,000.00
Transitional Living Program – Adult			44	\$357,468.00
Group – Recovery Support Services *			32	0

- Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

**B. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

***Required Outreach:***

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

***Limitations on Exclusionary Criteria:***

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

***Sliding Fee Scale:***

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be



assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.

5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule Hc-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

**Outpatient Treatment** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Intensive Outpatient Treatment** - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Residential Treatment** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

**Transitional Living** - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm> .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program

at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

- f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- g. A full-time Executive Director, not filling any of the positions described above.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Subcontracting/Consultants:***

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner

Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

**SAMHSA National Outcome Measures:**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>• 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of	Under development

	care	
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.



Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street  
Concord, New Hampshire 03301  
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information

shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
Substance Use Disorder Treatment Services

Exhibit B  
Purchase of Services  
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: National Council on Alcoholism and Drug Dependence of  
Greater Manchester

ADDRESS: 101 Manchester Street, Manchester, NH 03101

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Sharon Drake

TELEPHONE: 603-625-6980

Vendor #177265-R001

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734

Job #95848501 Appropriation #05-095-095-958410-1388-102-500734

Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 136,530.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

\$ 97,024.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

\$ 198,914.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$432,468.00

### III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

#### I. Performance Utilization:

##### A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

##### B. Utilization Methodology by Modality:

- i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000/\$120$ ) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by

the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

## 2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

### B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

## 3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

## 4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during

Standard Exhibits C – J  
TX Substance Use Disorder

Contractor Initials: SD  
Date: 5/23/12

which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

**V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:  
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VI. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

**12.2 Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

**13. Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**14. Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

**15. Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**16. Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) **Insurance Requirement for (1)**- 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-1:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Standard Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEEES OTHER THAN INDIVIDUALS**

**b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**

**US DEPARTMENT OF EDUCATION – CONTRACTORS**

**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner  
NH Department of Health and Human Services,**

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

(b) *Establishing an ongoing drug-free awareness program to inform employee's about:*

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);



NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:

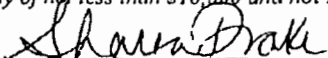
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

C. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at [www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf)), in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

 Executive Director  
 Contractor Signature \_\_\_\_\_ Contractor's Representative Title  
 NCADD/Gm - Serenity Place \_\_\_\_\_ 5/23/12  
 Contractor Name \_\_\_\_\_ Date

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: SD  
Date: 5/23/12



NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

**Instructions for Certification**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1)

**PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

<p><i>Sharon Drake</i>          _____          Contractor Signature</p>	<p>Executive Director          _____          Contractor's Representative Title</p>
<p>NCA DP / Gm - Serenity Place          _____          Contractor Name</p>	<p>5/23/12          _____          Date</p>
<p>Standard Exhibits C - J          TX Substance Use Disorder</p>	<p>Contractor Initials: <i>SD</i>          Date: <i>5/23/12</i></p>

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

<u>Shawn Drake</u>	<u>Executive Director</u>
Contractor Signature	Contractor's Representative Title
<u>NCA DD / GM - Serenity Place</u>	<u>5/23/12</u>
Contractor Name	Date

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NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Sharon Drake  
Contractor Signature

Executive Director  
Contractor's Representative Title

NCAAD/GM - Serenity Place  
Contractor Name

5/23/12  
Date

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NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.



- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services The State Agency Name	NCADD/Gm - Serenity Place Name of Contractor
<i>Nancy L. Rollins</i> Signature of Authorized Representative	<i>Sharon Drake</i> Signature of Authorized Representative
Nancy L. Rollins Name of Authorized Representative	Sharon Drake Name of Authorized Representative
Associate Commissioner Title of Authorized Representative	Executive Director Title of Authorized Representative
5/31/12 Date	5/23/12 Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

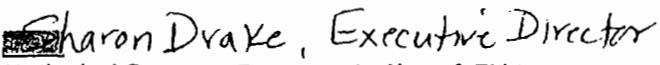
- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and*
  - b. Compensation information is not already available through reporting to the SEC.

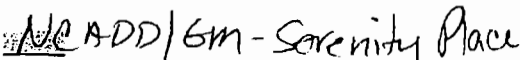
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

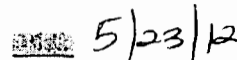
The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
(Contractor Representative Signature)

 Sharon Drake, Executive Director  
(Authorized Contractor Representative Name & Title)

  
(Contractor Name)

  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:  00-946-2784

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO  YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: <input type="checkbox"/>	Amount: <input type="checkbox"/>
Name: <input type="checkbox"/>	Amount: <input type="checkbox"/>
Name: <input type="checkbox"/>	Amount: <input type="checkbox"/>
Name: <input type="checkbox"/>	Amount: <input type="checkbox"/>
Name: <input type="checkbox"/>	Amount: <input type="checkbox"/>

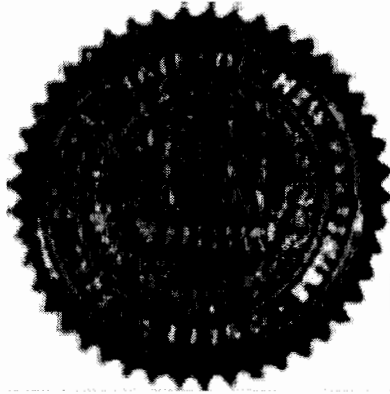
NH DHHS, DCBCS, BDAS  
TX Substance Use Disorder Treatment  
Exhibit A

Contractor Initials: SD  
Date: 5/23/12

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER is a New Hampshire nonprofit corporation formed December 7, 1977. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27<sup>th</sup> day of April, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, John FitzGerald, III, of NCADD/Greater Manchester – Serenity Place, do hereby certify that:

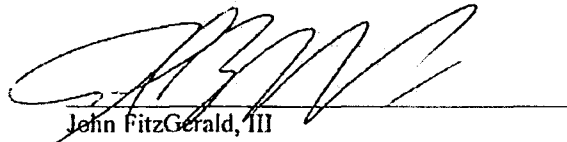
1. I am the duly elected President of NCADD/Greater Manchester – Serenity Place;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 23, 2011;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Sharon Drake is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 23, 2012.

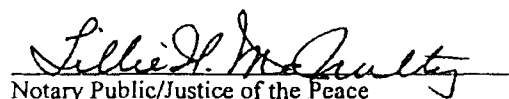
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the corporation this 23rd day of May, 2012.



John FitzGerald, III

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23rs day of May, 2012 by John FitzGerald, III.



Notary Public/Justice of the Peace  
My Commission Expires: 4-15-14



**State of New Hampshire  
Department of Health and Human Services  
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and South Eastern New Hampshire Alcohol and Drug Abuse Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 272 County Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #105) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), and (Amendment #4 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$5,006,885.
4. Amend Exhibit B Amendment #4 by striking:
  - A. Funding for Exhibit A, Amendment #3  
For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$664,918.00 as follows:
    - 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
    - 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
    - 32% General funds.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



And inserting in its place:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$997,377 as follows:

- 57% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 18% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 25% General funds.

5. Delete in its entirety, Exhibit B-7, and replace with Exhibit B-7 Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/13/15  
Date

Marilee Nihan  
NAME Marilee Nihan  
TITLE Deputy Commissioner

South Eastern New Hampshire Alcohol and Drug Abuse Services

11-9-15  
Date

Heidi Moran  
NAME HEIDI MORAN  
TITLE Clinical Administrator

Acknowledgement:

State of NH, County of Strafford on Nov. 9, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Angela M. Gervais  
Name and Title of Notary or Justice of the Peace

**ANGELA M. GERVAIS**  
Notary Public - New Hampshire  
My Commission Expires December 23, 2019



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

[Signature]  
Name: Megan A. [Signature]  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



**Exhibit B-7 Amendment #1**

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Contractor Name:** Southeastern New Hampshire Alcohol & Drug Abuse Services

**Substance Use Disorder Treatment Enhanced Services -**  
**Budget Request for:** Transportation  
*Name of Program*

**Budget Period:** July 1, 2015 through March 31, 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 11,157	\$ -	\$ 11,157	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 857	\$ -	\$ 857	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel; fuel cost	\$ 1,805	\$ -	\$ 1,805	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance & Registration	\$ 1,733	\$ -	\$ 1,733	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 15,552</b>	<b>\$ -</b>	<b>\$ 15,552</b>	

Indirect As A Percent of Direct

0.0%

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire nonprofit corporation formed August 21, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9<sup>th</sup> day of June A.D. 2015

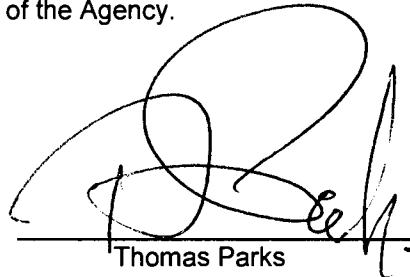
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Thomas Parks do hereby certify that:

1. I am a duly elected Officer of Southeastern New Hampshire Alcohol and Drug Abuse Services.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on November 9, 2015:  
  
**RESOLVED:** That the Clinical Administrator is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9th day of November, 2015.
4. Heidi Moran is the duly elected Clinical Administrator of the Agency.



Thomas Parks

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 9th day of November, 2015,

By Thomas Parks



Angela M. Gervais, Notary Public

**ANGELA M. GERVAIS**  
Notary Public - New Hampshire  
My Commission Expires December 23, 2019

Commission Expires: December 23, 2019





## SOUTHEASTERN NEW HAMPSHIRE SERVICES

272 COUNTY FARM ROAD

DOVER, NH 03820-6003

TEL: 516-8160

FAX: 749-3983

### **Mission Statement**

Southeastern New Hampshire Alcohol and Drug Abuse Services (SENHS) located in Dover, NH was founded in 1979 as a private, non-profit agency, and provides a comprehensive range of counseling and treatment services (with multiple levels of care-both outpatient, intensive outpatient, and residential) for individuals and families impacted by alcohol and other drug use disorders. On an annual basis, SENHS serves over 1,460 individuals.

SENHS is a private, not-for-profit (IRS 501 (c) 3) agency serving addicted people, pregnant women, and their families, and their associates without regard to race, religion, color, age, creed, sex, sexual orientation, handicap, or national origin. Our mission is to provide the highest possible quality addiction and recovery support services. Our focus is to promote wellness and quality of life, by helping anyone who has been adversely impacted by substance use disorders, and their consequences.

*Financial Statements*

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**SOUTHEASTERN NEW HAMPSHIRE  
ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014  
AND  
INDEPENDENT AUDITORS' REPORT**

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

**TABLE OF CONTENTS**

Independent Auditors' Report	1-2
Consolidated Financial Statements:	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities	4
Consolidated Statements of Cash Flows	5
Consolidated Statements of Functional Expenses	6-7
Notes to Consolidated Financial Statements	8-12
Supplementary Information:	
Schedule of Expenditures of Federal Awards	13
Notes to Schedule of Expenditures of Federal Awards	14
Independent Auditors' Reports on Internal Control and Compliance	15-18
Schedule of Findings and Questioned Costs	19

To the Board of Directors  
Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate  
Dover, New Hampshire

## INDEPENDENT AUDITORS' REPORT

### **Report on the Consolidated Financial Statements**

We have audited the accompanying consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2015 and 2014, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate as of June 30, 2015 and 2014, and the consolidated changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### ***Other Information***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such



information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2015 on our consideration of Southeastern New Hampshire Alcohol & Drug Abuse Services' and Affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southeastern New Hampshire Alcohol & Drug Abuse Services' and Affiliate's internal control over financial reporting and compliance.

*Leone, McDonnell & Roberts*  
*Professional Association*

October 28, 2015  
Dover, New Hampshire

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2015 AND 2014**

**ASSETS**

	<b><u>2015</u></b>	<b><u>2014</u></b>
Cash, Organization	\$ 690,300	\$ 760,059
Cash, Affiliate	101,607	108,825
Accounts receivable	222,112	103,378
Prepaid expenses	14,266	20,875
Costs incurred - future leasehold improvements	22,454	-
Property and equipment, net	<u>91,798</u>	<u>120,196</u>
 Total	 <u>\$ 1,142,537</u>	 <u>\$ 1,113,333</u>

**LIABILITIES AND NET ASSETS**

<b>Liabilities</b>		
Accounts payable	\$ 16,699	\$ 15,250
Accrued payroll and related taxes	70,206	75,695
Accrued expenses	22,979	22,002
Refundable advances	<u>15,000</u>	<u>11,250</u>
 Total liabilities	 <u>124,884</u>	 <u>124,197</u>
 <b>Net assets</b>		
<b>Unrestricted:</b>		
Board designated	25,000	37,721
Undesignated	<u>992,653</u>	<u>951,415</u>
 Total unrestricted net assets	 <u>1,017,653</u>	 <u>989,136</u>
 Total	 <u>\$ 1,142,537</u>	 <u>\$ 1,113,333</u>

**See Notes to Consolidated Financial Statements**

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<b>CHANGES IN UNRESTRICTED NET ASSETS</b>		
<b>PUBLIC SUPPORT AND REVENUE</b>		
State of New Hampshire:		
Division of Alcohol & Drug Abuse Prevention and Recovery	\$ 510,239	\$ 525,301
Division of Alcohol & Drug Abuse Prevention and Recovery-Drug court	605,170	445,349
Division of Alcohol & Drug Abuse Prevention and Recovery-Avis Goodwin	68,944	216,437
Division of Alcohol & Drug Abuse Prevention and Recovery-Incentive	28,985	-
Access to recovery	15,530	106,680
Medicaid Expansion	96,882	-
Client fees	185,539	196,893
Strafford County support	45,000	45,000
Other program revenues	31,535	40,025
Grant income	26,250	25,042
Federal and state probate	38,326	22,765
Donations	25,813	17,354
Other revenue	<u>2,338</u>	<u>4,960</u>
Total public support and revenue	<u>1,680,551</u>	<u>1,645,806</u>
<b>EXPENSES</b>		
<b>Program services:</b>		
Outpatient services	221,125	256,906
Comprehensive services	238,917	334,962
Impaired driver intervention program	156,395	175,299
Community education program	30,518	33,200
Drug court program	594,506	531,824
Detoxification program	7,609	8,752
Avis Goodwin program	<u>100,330</u>	<u>131,556</u>
Total program services	<u>1,349,400</u>	<u>1,472,499</u>
<b>Supporting services:</b>		
General management	<u>318,384</u>	<u>320,746</u>
Total supporting services	<u>318,384</u>	<u>320,746</u>
Total expenses	<u>1,667,784</u>	<u>1,793,245</u>
<b>INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS</b>	12,767	(147,439)
<b>GAIN ON DISPOSAL OF VEHICLES</b>	<u>15,750</u>	<u>-</u>
<b>INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS</b>	28,517	(147,439)
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>989,136</u>	<u>1,136,575</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 1,017,653</u>	<u>\$ 989,136</u>

See Notes to Consolidated Financial Statements

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ 28,517	\$ (147,439)
Gain on disposal of vehicles	(15,750)	-
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Depreciation	28,149	33,691
(Increase) decrease in assets:		
Accounts receivable	(118,734)	4,437
Prepaid expenses	6,608	3,321
Increase (decrease) in liabilities:		
Accounts payable	1,449	1,597
Accrued payroll and related taxes	(5,489)	2,973
Accrued expenses	977	4,834
Refundable advances	3,750	(2,391)
	<u>(70,523)</u>	<u>(98,977)</u>
<b>NET CASH USED IN OPERATING ACTIVITIES</b>		
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Cash from sale of vehicles	16,000	-
Acquisition of costs incurred - future leasehold improvements	(22,454)	-
Acquisition of property and equipment	-	(5,050)
	<u>(6,454)</u>	<u>(5,050)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>		
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of notes payable	-	(28,763)
	<u>-</u>	<u>(28,763)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>		
<b>NET DECREASE IN CASH</b>	(76,977)	(132,790)
<b>CASH, BEGINNING OF YEAR</b>	<u>868,884</u>	<u>1,001,674</u>
<b>CASH, END OF YEAR</b>	<u>\$ 791,907</u>	<u>\$ 868,884</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash paid during the year for:		
Interest	<u>\$ -</u>	<u>\$ 571</u>

See Notes to Consolidated Financial Statements

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES  
AND OUTPATIENTS**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED AUGUST 30, 2012**

	PROGRAM SERVICES							SUPPORTING SERVICES			TOTAL	
	OUTPATIENT SERVICES	COMPREHENSIVE SERVICES	REPAIRED DRIVER INTERVENTION PROGRAM	COMMUNITY EDUCATION PROGRAM	DRUG COURT PROGRAM	DETOXIFICATION PROGRAM	AYB GOODWILL	TOTAL PROGRAM SERVICES	GENERAL MANAGEMENT	FUNDRAISING		TOTAL SUPPORTING SERVICES
Salaries and wages	\$ 132,388	\$ 148,088	\$ 156,301	\$ 3,244	\$ 387,194	\$ -	\$ 67,790	\$ 848,832	\$ 161,479	\$ -	\$ 1,010,311	\$ 998,191
Employee benefits	28,280	14,808	13,032	1,359	75,892	-	17,088	135,458	27,388	-	162,846	162,444
Payroll taxes	8,890	11,021	8,821	274	37,459	-	4,389	51,864	12,219	-	64,083	74,175
Professional fees	-	-	-	-	-	-	-	-	111,830	-	111,830	111,830
Subscriptions	-	-	-	-	-	-	-	8,598	-	-	8,598	16,996
Rent	14,843	21,371	3,883	13,410	12,804	2,108	-	67,319	-	-	67,319	67,319
Occupancy	8,908	15,178	3,428	1,443	20,486	2,370	442	64,283	-	-	64,283	64,283
Fuel	1,588	12,467	834	346	23,811	129	-	38,455	-	-	38,455	38,455
Telephone	1,800	2,338	1,486	488	3,991	348	1,647	11,252	140	-	11,392	11,392
Insurance	3,217	2,217	2,217	7,643	887	4,438	21,733	444	-	-	23,177	23,177
Depreciation	2,448	6,746	2,227	489	10,683	174	6,142	27,889	184	-	28,073	28,073
Taxes	80	225	414	-	298	-	738	1,254	-	-	1,254	1,254
Equipment rental and maintenance	827	3,281	718	366	1,823	84	896	8,285	-	-	9,081	9,081
Client recreation and treatment	606	337	2,490	187	440	-	-	6,288	-	-	6,288	6,288
Office supplies and expenses	2,111	1,387	138	590	2,796	254	970	9,398	5,234	-	14,632	14,632
State administration fee	75	-	-	-	-	-	-	78	-	-	78	78
Medical expense	84	2,488	-	-	2,343	13	438	5,368	-	-	5,368	5,368
Drive and subsistence	419	700	2,958	1,879	380	68	88	6,584	-	-	6,584	6,584
Printing and reproduction	274	63	426	625	198	63	63	1,200	38	-	1,238	1,238
Postage	265	488	818	411	848	60	481	2,330	284	-	2,614	2,614
Bank Charges	57	-	4,811	1,202	-	2	-	6,712	338	-	7,050	7,050
Advertising	120	67	32	28	194	29	89	516	-	-	604	604
Other	2,162	185	1,897	28	765	41	1,078	5,808	4,499	-	10,307	10,307
Total functional expenses before allocation of management and general expenses	221,125	228,517	186,364	20,316	894,808	7,808	100,230	1,349,680	318,384	-	1,668,064	1,667,784
Allocation of management and general expenses in conformance with requirements of the State of New Hampshire	44,800	81,294	8,021	6,645	103,311	1,860	81,888	209,812	209,812	-	409,812	409,812
Total	\$ 265,925	\$ 309,811	\$ 194,385	\$ 26,961	\$ 998,119	\$ 9,668	\$ 182,118	\$ 1,559,492	\$ 528,196	\$ -	\$ 2,087,688	\$ 2,077,596

See Notes to Consolidated Financial Statements

**SOUTHWESTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2014**

	PROGRAM SERVICES							SUPPORTING SERVICES				TOTAL
	OUTPATIENT SERVICES	COMPREHENSIVE SERVICES	REPARATED DIVULSER INTERVENTION PROGRAM	COMMUNITY EDUCATION PROGRAM	DRUG COURT PROGRAM	DETOXIFICATION PROGRAM	AVG GOODWILL	TOTAL PROGRAM SERVICES	GENERAL MANAGEMENT	FUNDRAISING	TOTAL SUPPORTING SERVICES	
Salaries and wages	\$ 178,057	\$ 208,888	\$ 134,358	\$ 11,778	\$ 264,813	\$ -	\$ 82,145	\$ 801,177	\$ 121,488	\$ -	\$ 121,488	\$ 1,032,825
Employee benefits	28,231	34,807	9,488	1,883	96,858	-	31,172	188,888	34,474	-	34,474	226,479
Payroll taxes	12,810	15,500	10,000	4,203	23,777	-	8,957	86,748	12,400	-	12,400	99,148
Professional fees	-	-	-	-	-	-	-	-	123,371	-	-	123,371
Subscriptions	-	600	-	9,000	9,800	-	-	19,400	-	-	-	19,400
Rent	10,843	29,204	2,588	1,858	10,451	1,368	-	56,304	-	-	-	66,354
Travel	12,838	25,284	8,288	1,287	33,288	4,848	8	78,532	-	-	-	78,532
Fuel	2,081	19,727	1,050	248	18,280	228	478	21,427	56	-	56	21,542
Interest	183	187	14	14	116	13	131	671	-	-	-	671
Telephone	884	1,277	863	78	1,727	141	408	6,372	78	-	78	8,142
Insurance	2,120	2,120	2,120	2,120	7,256	548	4,240	20,778	424	-	424	21,200
Depreciation	6,138	8,127	-	-	12,278	-	9,141	33,881	-	-	-	33,881
Food	66	1,888	334	-	180	-	2,428	4,074	-	-	-	4,074
Equipment rental and maintenance	1,440	5,119	1,448	463	4,840	-	1,834	14,973	-	-	-	14,973
Client recreation and treatment	348	848	8,181	831	1,481	-	42	12,817	-	-	-	12,817
Office supplies and expenses	8,889	1,419	782	387	6,128	348	633	12,080	-	-	-	12,080
State contribution fee	78	-	225	-	-	-	-	600	-	-	-	600
Medical expenses	33	2,708	-	-	4,888	180	717	8,344	-	-	-	8,344
Dues and subscriptions	110	88	80	68	270	88	88	588	-	-	-	600
Printing and reproduction	481	88	418	828	178	88	438	2,588	84	-	111	2,709
Postage	157	838	883	428	414	83	882	2,888	301	-	301	3,188
Bank charges	62	-	4,081	1,888	-	-	-	8,182	273	-	273	8,484
Advertising	188	83	81	78	188	78	78	738	-	-	-	738
Other	(128)	187	1,827	155	831	81	148	2,822	7,888	-	7,888	10,600
<b>Total functional expenses</b>												
before allocation of management and general expenses	254,908	354,882	174,298	22,200	811,834	8,762	131,886	1,472,498	220,748	-	220,748	1,793,246
Allocation of management and general expenses to programs with requirements of the State of New Hampshire	(4,874)	93,888	11,818	8,281	104,200	1,288	(9,836)	310,718	(218,719)	-	(218,719)	-
<b>Total</b>	<b>\$ 250,034</b>	<b>\$ 448,770</b>	<b>\$ 186,116</b>	<b>\$ 30,481</b>	<b>\$ 916,034</b>	<b>\$ 10,050</b>	<b>\$ 122,050</b>	<b>\$ 1,783,216</b>	<b>\$ 101,029</b>	<b>\$ -</b>	<b>\$ 101,029</b>	<b>\$ 1,783,245</b>

See Notes to Consolidated Financial Statements

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**General**

Southeastern New Hampshire Alcohol & Drug Abuse Services (the Organization) is a New Hampshire nonprofit organization providing treatment, rehabilitation and intervention services to alcoholics, narcotic addicts, and alcohol and drug abusers, substantially all of whom are residents of New Hampshire. A majority of revenue is derived from contracts with the State of New Hampshire.

Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation (the Affiliate) is also a New Hampshire nonprofit organization that was established to raise funds for the Organization. A majority of the revenue is derived from direct public support.

**Basis of Accounting**

The consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles general accepted in the United States of America, as promulgated by the Financial Accounting Standards (FASB) Accounting Standards Codification (ASC).

**Principles of Consolidation**

The accompanying consolidated financial statements have been prepared for the Organization and the Affiliate due to the Organization being the sole beneficiary of the Affiliate. All material intercompany transactions have been eliminated.

**Basis of Presentation**

Financial statement presentation follows the recommendations of the FASB ASC No. 958-210 *Financial Statements of Not-for-Profit Organizations*. Under FASB ASC 958-210, the Organization and the Affiliate (as consolidated) are required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2015 and 2014, the Organization had no permanently or temporarily restricted net assets.

**Use of Estimates**

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

**Cash Equivalents**

Cash equivalents include all highly liquid investments with an original maturity date of three months or less. There were no cash equivalents at June 30, 2015 and 2014.

**Accounts Receivable**

Accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual receivables from grants, contracts, and others. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the applicable accounts receivable. At June 30, 2015 and 2014, no allowance was deemed necessary.

**Property and Equipment**

Purchases of property and equipment are recorded at cost. Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Costs for repairs and maintenance are charged against operations. Renewals and betterments, which materially extend the life of the assets, are capitalized. Depreciation is provided for using the straight line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Leasehold improvements	15 - 39 years
Vehicles, equipment and furniture	3 - 7 years

Property and equipment at June 30, 2015 and 2014 consisted of the following:

	<u>2015</u>	<u>2014</u>
Leasehold improvements	\$ 407,730	\$ 407,730
Vehicles	-	45,703
Equipment and furniture	<u>228,259</u>	<u>228,259</u>
	635,989	681,692
Less accumulated depreciation	<u>544,191</u>	<u>561,496</u>
	<u>\$ 91,798</u>	<u>\$ 120,196</u>

**Costs Incurred – Future Leasehold Improvements**

Certain costs have been incurred relative to future leasehold improvements to the premises currently utilized by the Organization and totaled \$22,454 at June 30, 2015. The primary nature of the costs represent architectural fees.

**Accrued Vacation**

The Organization has accrued liabilities for future compensated leave time that its employees have earned and which is vested with the employees. The amounts totaled \$28,306 and \$37,045, at June 30, 2015 and 2014, respectively.



**Refundable Advances**

Revenues received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

**Contributed Support**

Contributed support is reported as unrestricted or as restricted depending on the existence of donor or time stipulations that limit the use of the support. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support.

**Income Taxes**

The Organization and the Affiliate are exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service (IRS) has determined them to be other than private foundations.

Management has reviewed the tax positions for the Organization under ASC No. 740, "Accounting for Income Taxes" and determined that the application of FASB ASC No. 740 did not have a material impact on the consolidated financial statements. FASB ASC No. 740 establishes financial accounting and disclosure requirements for recognition and measurement of uncertain tax positions taken or expected to be taken on a U.S. information return. There were no uncertain tax positions as of June 30, 2015 and 2014, and all tax years from 2012 forward are open and subject to IRS examination.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

**Advertising**

Advertising costs are expensed as incurred.

**Concentrations of Risk**

The Organization maintains its cash balances at one financial institution. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. As of June 30, 2015 and 2014, the uninsured balances were \$464,082 and \$525,823, respectively.

A majority of the Organization's services are derived from services performed for New Hampshire citizens. The main source of revenue for the Organization is derived from contracts with the State of New Hampshire. These contracts represent 73% and 79%, respectively, of the Organization's public support and revenue for the fiscal years ended June 30, 2015 and 2014. The accounts receivable related to these contracts totaled \$195,644 and \$98,064 at June 30, 2015 and 2014, respectively. The Organization does not require collateral or other security to support these financial instruments.

**Fair Value of Financial Instruments**

Unless otherwise indicated, fair values of all reported assets and liabilities that are financial instruments approximate the carrying values of such amounts.

**NOTE 2. BOARD DESIGNATED UNRESTRICTED NET ASSETS**

The Board of Directors designated \$25,000 and \$37,721, respectively, of unrestricted net assets for the fiscal years ended June 30, 2015 and 2014. The designation was established to provide for pension contributions for the fiscal years ending June 30, 2016 and 2015, respectively.

**NOTE 3. LEASE COMMITMENTS**

The Organization leases office and temporary boarding facilities under the terms of a noncancelable operating lease agreement which expires on December 31, 2015, with no renewal options available at this time. Future minimum rental payments as of June 30, 2015 are \$26,613 for the year ending June 30, 2016.

Total rent expense was \$57,721 and \$56,955 for the years ended June 30, 2015 and 2014, respectively.

**NOTE 4. CONTINGENCIES**

The Organization receives funds from various funding sources. Under the terms of the agreements, the Organization is required to use the funds for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2015 and 2014.

**NOTE 5. RETIREMENT PLAN**

The Organization maintains a tax sheltered annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers full-time employees of the Organization. The Organization makes matching contributions up to 3% of gross salaries for qualified employees. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. Plan expenses were approximately \$21,588 and \$22,712 for the years ended June 30, 2015 and 2014, respectively.

**NOTE 6. NONCASH TRANSACTIONS/IN-KIND DONATION**

The Organization receives a discount for the rental of certain real estate. For the years ended June 30, 2015 and 2014, the total value of this contribution was \$6,000 for each year.

**NOTE 7. LINE OF CREDIT**

The Organization has a revolving line of credit agreement with a bank in the amount of \$50,000 for the years ended June 30, 2015 and 2014. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.50% over the bank's stated index. The rate charged was 4.75% during the fiscal years ended June 30, 2015 and 2014. The line of credit is secured by a security interest in all business assets. The Organization is required to annually observe thirty consecutive days without an outstanding balance. At June 30, 2015 and 2014, there was no outstanding balance on the line.

**NOTE 8. RECLASSIFICATIONS**

Certain items from the June 30, 2014 consolidated financial statements have been reclassified in order to enhance the comparability to the June 30, 2015 consolidated financial statements.

**NOTE 9. SUBSEQUENT EVENTS**

Subsequent events have been evaluated through October 28, 2015 the date when the consolidated financial statements were available to be issued.

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2015

<u>Federal Grantor</u>	<u>Federal CFDA Number</u>	<u>Passthrough Number</u>	<u>Federal Expenditures</u>
<b>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>			
Passed through State of New Hampshire Dept. of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	05-95-49-491510-2990	\$ <u>704,066</u>
Totals			\$ <u>704,066</u>

See Notes to Schedule of Expenditures of Federal Awards

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2015**

**NOTE A. BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Southeastern New Hampshire Alcohol & Drug Abuse Services under programs of the federal government for the year ended June 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Southeastern New Hampshire Alcohol & Drug Abuse Services, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Southeastern New Hampshire Alcohol & Drug Abuse Services.

**NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors  
Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate  
Dover, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2015 and 2014, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated October 28, 2015.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered Southeastern New Hampshire Alcohol & Drug Abuse Services' and Affiliate's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southeastern New Hampshire Alcohol & Drug Abuse Services' and Affiliate's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's and Affiliate's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entities' financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Southeastern New Hampshire Alcohol & Drug Abuse Services' and Affiliate's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entities' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entities' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone, McDonnell + Roberts*  
*Professional Association*

October 28, 2015  
Dover, New Hampshire

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM  
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

To the Board of Directors  
Southeastern New Hampshire Alcohol & Drug Abuse Services  
Dover, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Southeastern New Hampshire Alcohol & Drug Abuse Services' compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Southeastern New Hampshire Alcohol & Drug Abuse Services' major federal programs for the year ended June 30, 2015. Southeastern New Hampshire Alcohol & Drug Abuse Services' major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of Southeastern New Hampshire Alcohol & Drug Abuse Services' major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southeastern New Hampshire Alcohol & Drug Abuse Services' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southeastern New Hampshire Alcohol & Drug Abuse Services' compliance.

***Opinion on Each Major Federal Program***

In our opinion, Southeastern New Hampshire Alcohol & Drug Abuse Services complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.



## Report on Internal Control Over Compliance

Management of Southeastern New Hampshire Alcohol & Drug Abuse Services is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southeastern New Hampshire Alcohol & Drug Abuse Services' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southeastern New Hampshire Alcohol & Drug Abuse Services' internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Leone, McDonnell + Roberts*  
*Professional Association*

October 28, 2015  
Dover, New Hampshire

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES  
AND AFFILIATE**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2015**

**SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on the consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate.
2. No material weaknesses or significant deficiencies relating to the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by OMB Circular A-133*.
5. The auditors' report on compliance for the major federal award programs for Southeastern New Hampshire Alcohol & Drug Abuse Services expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.
7. The program tested as major programs include: Department of Health and Human Services; Block Grants for Prevention and Treatment of Substance Abuse, CFDA 93.959.
8. The threshold for distinguishing Type A and B programs was \$300,000.
9. Southeastern New Hampshire Alcohol & Drug Abuse Services was determined to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**

None

Form **990**

Department of the Treasury  
Internal Revenue Service

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.  
Information about Form 990 and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No. 1545-0047

**2014**

Open to Public Inspection

**A** For the 2014 calendar year, or tax year beginning **JUL 1, 2014** and ending **JUN 30, 2015**

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES</b>		<b>D</b> Employer identification number <b>02-0347931</b>
	Doing business as		<b>E</b> Telephone number <b>(603) 749-3981</b>
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>272 COUNTY FARM ROAD</b>	<b>G</b> Gross receipts \$ <b>1,670,738.</b>	
	City or town, state or province, country, and ZIP or foreign postal code <b>DOVER, NH 03820</b>		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
<b>F</b> Name and address of principal officer: <b>THOMAS F. PARKS, JR.</b> <b>272 COUNTY FARM ROAD, DOVER, NH 03820</b>		<b>H(c)</b> Group exemption number	
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
<b>J</b> Website: <b>SENHS.ORG</b>			
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		<b>L</b> Year of formation: <b>1979</b> <b>M</b> State of legal domicile: <b>NH</b>	

**Part I Summary**

Activities & Governance	<b>1</b> Briefly describe the organization's mission or most significant activities: <b>TO PROVIDE THE HIGHEST POSSIBLE QUALITY ADDICTION TREATMENT TO HELP PERSONS WHO ARE IN NEED OF THESE</b>		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<b>9</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<b>9</b>
	<b>5</b> Total number of individuals employed in calendar year 2014 (Part V, line 2a)	<b>5</b>	<b>0</b>
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>6</b>	<b>0</b>
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<b>0.</b>
<b>b</b> Net unrelated business taxable income from Form 990-T, line 34	<b>7b</b>	<b>0.</b>	
Revenue	<b>8</b> Contributions and grants (Part VIII, line 1h)	Prior Year <b>1,363,809.</b>	Current Year <b>1,300,118.</b>
	<b>9</b> Program service revenue (Part VIII, line 2g)	<b>264,643.</b>	<b>354,620.</b>
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<b>0.</b>	<b>15,750.</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<b>0.</b>	<b>0.</b>
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<b>1,628,452.</b>	<b>1,670,488.</b>
	Expenses	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)	<b>0.</b>
<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		<b>0.</b>	<b>0.</b>
<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		<b>1,339,252.</b>	<b>1,253,718.</b>
<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)		<b>0.</b>	<b>0.</b>
<b>b</b> Total fundraising expenses (Part IX, column (D), line 25)		<b>0.</b>	<b>0.</b>
<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		<b>441,830.</b>	<b>403,489.</b>
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	<b>1,781,082.</b>	<b>1,657,207.</b>	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12	<b>-152,630.</b>	<b>13,281.</b>	
Net Assets or Fund Balances	<b>20</b> Total assets (Part X, line 16)	Beginning of Current Year <b>1,004,508.</b>	End of Year <b>1,018,476.</b>
	<b>21</b> Total liabilities (Part X, line 26)	<b>124,197.</b>	<b>124,884.</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	<b>880,311.</b>	<b>893,592.</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date
	<b>THOMAS F. PARKS, JR., TREASURER</b>		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	<b>PAULA J. DEPLANCHE</b>	<i>Paula J. Deplanche</i>	<b>10/28/15</b>
	Firm's name	Firm's EIN	Check if self-employed <input type="checkbox"/> PTIN
	<b>LEONE, MCDONNELL &amp; ROBERTS, P.A.</b>	<b>02-0417217</b>	<b>P00433746</b>
	Firm's address	Phone no.	
	<b>5 NELSON STREET DOVER, NH 03820-3714</b>	<b>603-749-2700</b>	

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES

Form 990 (2014)

02-0347931 Page 2

**Part III** Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:  
TO PROVIDE THE HIGHEST POSSIBLE QUALITY ADDICTION TREATMENT TO HELP  
PERSONS WHO ARE IN NEED OF THESE SERVICES.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No  
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No  
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: \_\_\_\_\_) (Expenses \$ 218,575. including grants of \$ \_\_\_\_\_) (Revenue \$ 42,782.)  
TO PROVIDE TREATMENT, REHABILITATION AND INTERVENTION SERVICES TO  
ALCOHOLICS, NARCOTIC ADDICTS AND ALCOHOL AND DRUG ABUSERS, ON AN  
OUTPATIENT BASIS.

4b (Code: \_\_\_\_\_) (Expenses \$ 237,642. including grants of \$ \_\_\_\_\_) (Revenue \$ 28,387.)  
TO PROVIDE TREATMENT, REHABILITATION AND INTERVENTION SERVICES TO  
ALCOHOLICS, NARCOTIC ADDICTS, AND ALCOHOL AND DRUG ABUSERS, ON A  
RESIDENTIAL BASIS.

4c (Code: \_\_\_\_\_) (Expenses \$ 593,231. including grants of \$ \_\_\_\_\_) (Revenue \$ 77,522.)  
ADDICTION AND RECOVERY CENTER PROGRAM SERVICES TO INDIVIDUALS DUALY  
DIAGNOSED WITH MORE CHRONIC MENTAL ILLNESS AND SUBSTANCE ABUSE DISORDER

4d Other program services (Describe in Schedule O.)  
(Expenses \$ 294,852. including grants of \$ \_\_\_\_\_) (Revenue \$ 221,679.)

4e Total program service expenses **1,344,300.**

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

**Part IV Checklist of Required Schedules**

		Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i> .....	X	
2	Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? .....	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i> .....		X
4	<b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i> .....		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i> .....		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i> .....		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i> .....		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i> .....		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i> .....		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i> .....		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i> .....	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i> .....		X
c	Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i> .....		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i> .....		X
e	Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i> .....	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i> .....	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i> .....		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i> .....	X	
13	Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i> .....		X
14a	Did the organization maintain an office, employees, or agents outside of the United States? .....		X
b	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i> .....		X
15	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i> .....		X
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i> .....		X
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i> .....		X
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i> .....		X
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i> .....		X
20a	Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i> .....		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? .....		

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

Form 990 (2014)

02-0347931 Page 4

**Part IV Checklist of Required Schedules** (continued)

		Yes	No
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II .....		X
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III .....		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J .....		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No", go to line 25a .....		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? .....		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds? .....		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year? .....		
25a	<b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I .....		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I .....		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II .....		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III .....		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV .....		X
b	A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV .....		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV .....		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M .....		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M .....		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I .....		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II .....		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I .....		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1 .....	X	
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)? .....		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2 .....		
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2 .....		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI .....		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? .....		
	<b>Note.</b> All Form 990 filers are required to complete Schedule O .....	X	

Form 990 (2014)



**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

Form 990 (2014)

02-0347931 Page 5

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <i>Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)</i>	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? If "No," to line 3b, provide an explanation in Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country: _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
<b>7 Organizations that may receive deductible contributions under section 170(c).</b>			
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If "Yes," indicate the number of Forms 8282 filed during the year		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		X
<b>8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?</b>			
<b>9 Sponsoring organizations maintaining donor advised funds.</b>			
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
<b>10 Section 501(c)(7) organizations. Enter:</b>			
a	Initiation fees and capital contributions included on Part VIII, line 12		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
<b>11 Section 501(c)(12) organizations. Enter:</b>			
a	Gross income from members or shareholders		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
<b>12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?</b>			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
<b>13 Section 501(c)(29) qualified nonprofit health insurance issuers.</b>			
a	Is the organization licensed to issue qualified health plans in more than one state? <i>Note. See the instructions for additional information the organization must report on Schedule O.</i>		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
c	Enter the amount of reserves on hand		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		

Form 990 (2014)

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

Form 990 (2014)

02-0347931 Page 6

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.	10	
b	Enter the number of voting members included in line 1a, above, who are independent	10	
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
b	Each committee with authority to act on behalf of the governing body?	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official		X
b	Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		X
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed **NH**
- 18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain in Schedule O)
- 19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records: **KATHLEEN STOCKER, COMMUNITY PTNRS - (603) 516-9300  
FORUM COURT, 113 CROSBY ROAD, DOVER, NH 03820**







**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

Form 990 (2014)

02-0347931 Page 9

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	1,228,868.				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	71,250.				
	g Noncash contributions included in lines 1a-1f: \$						
	h Total. Add lines 1a-1f		1,300,118.				
Program Service Revenue	2 a <b>OUTPATIENT SERVICE FEE</b>	Business Code	624100	159,789.	159,789.		
	b <b>MEDICAID EXPANSION</b>		624100	96,882.	96,882.		
	c <b>FEDERAL &amp; STATE PROBAT</b>		624100	38,326.	38,326.		
	d <b>EDUCATIONAL PROGRAM</b>		624100	31,535.	31,535.		
	e <b>CLIENT FEES-ROOM&amp;BOARD</b>		623990	25,750.	25,750.		
	f All other program service revenue		624100	2,338.	2,338.		
	g Total. Add lines 2a-2f			354,620.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)						
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6 a Gross rents	(i) Real					
		(ii) Personal					
		b Less: rental expenses					
		c Rental income or (loss)					
	d Net rental income or (loss)						
	7 a Gross amount from sales of assets other than inventory	(i) Securities					
		(ii) Other		16,000.			
		b Less: cost or other basis and sales expenses			250.		
		c Gain or (loss)		15,750.			
	d Net gain or (loss)			15,750.	15,750.		
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	a					
		b Less: direct expenses	b				
c Net income or (loss) from fundraising events							
9 a Gross income from gaming activities. See Part IV, line 19	a						
	b Less: direct expenses	b					
	c Net income or (loss) from gaming activities						
10 a Gross sales of inventory, less returns and allowances	a						
	b Less: cost of goods sold	b					
	c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code					
11 a							
b							
c							
d All other revenue							
e Total. Add lines 11a-11d							
12 Total revenue. See instructions.			1,670,488.	370,370.	0.	0.	

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

Form 990 (2014)

02-0347931 Page 10

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	80,216.	12,032.	68,184.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	928,121.	830,424.	97,697.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	19,458.	17,977.	1,481.	
9 Other employee benefits	151,750.	135,647.	16,103.	
10 Payroll taxes	74,173.	61,954.	12,219.	
11 Fees for services (non-employees):				
a Management	83,916.		83,916.	
b Legal				
c Accounting	18,273.		18,273.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	9,341.		9,341.	
12 Advertising and promotion	515.	515.		
13 Office expenses	9,710.	9,896.	-186.	
14 Information technology				
15 Royalties				
16 Occupancy	116,884.	116,884.		
17 Travel	1,824.	1,824.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	28,149.	27,965.	184.	
23 Insurance	22,177.	21,733.	444.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <b>FOOD</b>	38,405.	38,405.		
b <b>CONTRACT LABOR</b>	16,960.	16,960.		
c <b>TELEPHONE</b>	11,392.	11,252.	140.	
d <b>OTHER</b>	10,218.	5,809.	4,409.	
e All other expenses	35,725.	35,023.	702.	
<b>25 Total functional expenses.</b> Add lines 1 through 24e	<b>1,657,207.</b>	<b>1,344,300.</b>	<b>312,907.</b>	<b>0.</b>
26 <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here  if following SOP 98-2 (ASC 958-720)

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

Form 990 (2014)

02-0347931 Page 11

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year	
<b>Assets</b>	1	Cash - non-interest-bearing .....	760,059.	1	690,300.
	2	Savings and temporary cash investments .....		2	
	3	Pledges and grants receivable, net .....		3	
	4	Accounts receivable, net .....	103,378.	4	222,112.
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L .....		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L .....		6	
	7	Notes and loans receivable, net .....		7	
	8	Inventories for sale or use .....		8	
	9	Prepaid expenses and deferred charges .....	20,875.	9	14,266.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D .....	635,989.		
		10a			
	b	Less: accumulated depreciation .....	544,191.		
		10b			
			120,196.	10c	91,798.
	11	Investments - publicly traded securities .....		11	
	12	Investments - other securities. See Part IV, line 11 .....		12	
13	Investments - program-related. See Part IV, line 11 .....		13		
14	Intangible assets .....		14		
15	Other assets. See Part IV, line 11 .....		15		
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 34) .....	1,004,508.	16	1,018,476.	
<b>Liabilities</b>	17	Accounts payable and accrued expenses .....	112,947.	17	109,884.
	18	Grants payable .....		18	
	19	Deferred revenue .....		19	
	20	Tax-exempt bond liabilities .....		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D .....		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L .....		22	
	23	Secured mortgages and notes payable to unrelated third parties .....		23	
	24	Unsecured notes and loans payable to unrelated third parties .....		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D .....	11,250.	25	15,000.
	26	<b>Total liabilities.</b> Add lines 17 through 25 .....	124,197.	26	124,884.
<b>Net Assets or Fund Balances</b>	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27	Unrestricted net assets .....	880,311.	27	893,592.
	28	Temporarily restricted net assets .....		28	
	29	Permanently restricted net assets .....		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds .....		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund .....		31	
	32	Retained earnings, endowment, accumulated income, or other funds .....		32	
33	<b>Total net assets or fund balances</b> .....	880,311.	33	893,592.	
34	<b>Total liabilities and net assets/fund balances</b> .....	1,004,508.	34	1,018,476.	

Form 990 (2014)

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

Form 990 (2014)

02-0347931 Page 12

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,670,488.
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,657,207.
3	Revenue less expenses. Subtract line 2 from line 1	3	13,281.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	880,311.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	893,592.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input checked="" type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.		X
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	X	
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	X	

Form 990 (2014)



**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND**

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....	1520670.	1468499.	1547483.	1363809.	1300118.	7200579.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
3 The value of services or facilities furnished by a governmental unit to the organization without charge .....						
4 Total. Add lines 1 through 3 .....	1520670.	1468499.	1547483.	1363809.	1300118.	7200579.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) .....						
6 Public support. Subtract line 5 from line 4.						7200579.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
7 Amounts from line 4 .....	1520670.	1468499.	1547483.	1363809.	1300118.	7200579.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources .....	323.					323.
9 Net income from unrelated business activities, whether or not the business is regularly carried on .....						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
11 Total support. Add lines 7 through 10 .....						7200902.
12 Gross receipts from related activities, etc. (see instructions) .....					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here .....	<input type="checkbox"/>					

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2014 (line 6, column (f) divided by line 11, column (f)) .....	14	100.00 %
15 Public support percentage from 2013 Schedule A, Part II, line 14 .....	15	99.98 %
16a 33 1/3% support test - 2014. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization .....	<input checked="" type="checkbox"/>	
b 33 1/3% support test - 2013. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization .....	<input type="checkbox"/>	
17a 10% -facts-and-circumstances test - 2014. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization .....	<input type="checkbox"/>	
b 10% -facts-and-circumstances test - 2013. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization .....	<input type="checkbox"/>	
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions .....	<input type="checkbox"/>	



**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513 .....						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
5 The value of services or facilities furnished by a governmental unit to the organization without charge ...						
6 Total. Add lines 1 through 5 .....						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year .....						
c Add lines 7a and 7b .....						
<b>8 Public support</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
9 Amounts from line 6 .....						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources ...						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 .....						
c Add lines 10a and 10b .....						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on .....						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here .....						

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2014 (line 8, column (f) divided by line 13, column (f)) .....	15	%
16 Public support percentage from 2013 Schedule A, Part III, line 15 .....	16	%

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2014 (line 10c, column (f) divided by line 13, column (f)) .....	17	%
18 Investment income percentage from 2013 Schedule A, Part III, line 17 .....	18	%

19a **33 1/3% support tests - 2014.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization .....

b **33 1/3% support tests - 2013.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization .....

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions .....

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND**

**Part IV Supporting Organizations**

(Complete only if you checked a box on line 11 of Part I. If you checked 11a of Part I, complete Sections A and B. If you checked 11b of Part I, complete Sections A and C. If you checked 11c of Part I, complete Sections A, D, and E. If you checked 11d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
<b>1</b> Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No" describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
<b>2</b> Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
<b>3a</b> Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
<b>b</b> Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
<b>c</b> Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
<b>4a</b> Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes" and if you checked 11a or 11b in Part I, answer (b) and (c) below.</i>		
<b>b</b> Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
<b>c</b> Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
<b>5a</b> Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
<b>b</b> <b>Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
<b>c</b> <b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
<b>6</b> Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (a) its supported organizations; (b) individuals that are part of the charitable class benefited by one or more of its supported organizations; or (c) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
<b>7</b> Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in IRC 4958(c)(3)(C)), a family member of a substantial contributor, or a 35-percent controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
<b>9a</b> Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
<b>b</b> Did one or more disqualified persons (as defined in line 9(a)) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>c</b> Did a disqualified person (as defined in line 9(a)) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>10a</b> Was the organization subject to the excess business holdings rules of IRC 4943 because of IRC 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer (b) below.</i>		
<b>b</b> Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND**

**Part IV Supporting Organizations** (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a	
b A family member of a person described in (a) above?	11b	
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.	11c	

**Section B. Type I Supporting Organizations**

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.	1	
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	2	

**Section C. Type II Supporting Organizations**

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).	1	

**Section D. Type III Supporting Organizations**

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (1) a written notice describing the type and amount of support provided during the prior tax year, (2) a copy of the Form 990 that was most recently filed as of the date of notification, and (3) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).	2	
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.	3	

**Section E. Type III Functionally-Integrated Supporting Organizations**

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year(see instructions):			
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).			
2 Activities Test. Answer (a) and (b) below.		Yes	No
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	2a		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	2b		
3 Parent of Supported Organizations. Answer (a) and (b) below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.	3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.	3b		

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND**

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970. See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6 and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	

7  Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions).

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND**

Schedule A (Form 990 or 990-EZ) 2014 **DRUG ABUSE SERVICES**

02-0347931 Page 7

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)**

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 <b>Total annual distributions.</b> Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2014 from Section C, line 6	
10 Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2014	(iii) Distributable Amount for 2014
1 Distributable amount for 2014 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2014 (reasonable cause required-see instructions)			
3 Excess distributions carryover, if any, to 2014:			
a			
b			
c			
d			
e From 2013			
f <b>Total</b> of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2014 distributable amount			
i Carryover from 2009 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2014 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2014 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2014, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions).			
6 Remaining underdistributions for 2014. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions).			
7 <b>Excess distributions carryover to 2015.</b> Add lines 3j and 4c.			
8 Breakdown of line 7:			
a			
b			
c			
d Excess from 2013			
e Excess from 2014			

Schedule A (Form 990 or 990-EZ) 2014



**Schedule B**  
(Form 990, 990-EZ,  
or 990-PF)

Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.  
▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and  
its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No. 1545-0047

**2014**

Name of the organization <b>SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES</b>	Employer identification number <b>02-0347931</b>
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Organization type (check one):

- Filers of:                      Section:
- Form 990 or 990-EZ         501(c)( 3 ) (enter number) organization
- 4947(a)(1) nonexempt charitable trust not treated as a private foundation
- 527 political organization
- Form 990-PF                     501(c)(3) exempt private foundation
- 4947(a)(1) nonexempt charitable trust treated as a private foundation
- 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

- For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

- For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ..... ▶ \$ \_\_\_\_\_

**Caution.** An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990, 990-EZ, or 990-PF. Schedule B (Form 990, 990-EZ, or 990-PF) (2014)

Name of organization <b>SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND                  DRUG ABUSE SERVICES</b>	Employer identification number <b>02-0347931</b>
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**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	STATE OF NH, DEPT OF HHS, COMM BASED CARE DIV  105 PLEASANT ST.  CONCORD, NH 03301	\$ 1,213,338.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	STRAFFORD COUNTY  259 COUNTRY FARM ROAD  DOVER, NH 03820	\$ 45,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)



Name of organization <b>SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND                  DRUG ABUSE SERVICES</b>	Employer identification number <b>02-0347931</b>
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**Part II Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
		\$ _____	
		\$ _____	
		\$ _____	
		\$ _____	
		\$ _____	
		\$ _____	
		\$ _____	

Name of organization

Employer identification number

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

**02-0347931**

**Part III** Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) ▶ \$ \_\_\_\_\_  
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

**(e) Transfer of gift**

**Transferee's name, address, and ZIP + 4**

**Relationship of transferor to transferee**

--	--

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

**(e) Transfer of gift**

**Transferee's name, address, and ZIP + 4**

**Relationship of transferor to transferee**

--	--

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

**(e) Transfer of gift**

**Transferee's name, address, and ZIP + 4**

**Relationship of transferor to transferee**

--	--

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

**(e) Transfer of gift**

**Transferee's name, address, and ZIP + 4**

**Relationship of transferor to transferee**

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**SCHEDULE D**  
(Form 990)

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

▶ Complete if the organization answered "Yes" to Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.  
▶ Attach to Form 990.

▶ Information about Schedule D (Form 990) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No. 1545-0047

**2014**  
Open to Public  
Inspection

Name of the organization **SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

Employer identification number  
**02-0347931**

**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year .....		
2 Aggregate value of contributions to (during year) .....		
3 Aggregate value of grants from (during year) .....		
4 Aggregate value at end of year .....		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? .....		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? .....		<input type="checkbox"/> Yes <input type="checkbox"/> No

**Part II Conservation Easements.** Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

Preservation of land for public use (e.g., recreation or education)  Preservation of a historically important land area

Protection of natural habitat  Preservation of a certified historic structure

Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements .....	2a
b Total acreage restricted by conservation easements .....	2b
c Number of conservation easements on a certified historic structure included in (a) .....	2c
d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register .....	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ \_\_\_\_\_

4 Number of states where property subject to conservation easement is located ▶ \_\_\_\_\_

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? .....

Yes  No

6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶ \_\_\_\_\_

7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ \$ \_\_\_\_\_

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? .....

Yes  No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

- 1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.
- b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:
- (i) Revenue included in Form 990, Part VIII, line 1 .....
- (ii) Assets included in Form 990, Part X .....
- 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:
- a Revenue included in Form 990, Part VIII, line 1 .....
- b Assets included in Form 990, Part X .....

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a  Public exhibition
- b  Scholarly research
- c  Preservation for future generations
- d  Loan or exchange programs
- e  Other \_\_\_\_\_

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1c
d Additions during the year	1d
e Distributions during the year	1e
f Ending balance	1f

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII

**Part V Endowment Funds.** Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment  \_\_\_\_\_ %
- b Permanent endowment  \_\_\_\_\_ %
- c Temporarily restricted endowment  \_\_\_\_\_ %

The percentages in lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
(i) unrelated organizations	3a(i)	
(ii) related organizations	3a(ii)	
b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R?	3b	

4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		407,730.	324,691.	83,039.
d Equipment		228,259.	219,500.	8,759.
e Other				
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				<b>91,798.</b>

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

**Part VII Investments - Other Securities.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives .....		
(2) Closely-held equity interests .....		
(3) Other .....		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		

**Total.** (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶

**Part VIII Investments - Program Related.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		

**Total.** (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶

**Part IX Other Assets.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	

**Total.** (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶

**Part X Other Liabilities.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) <b>REFUNDABLE ADVANCES</b>	<b>15,000.</b>
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	<b>15,000.</b>

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 12a.

1 Total revenue, gains, and other support per audited financial statements .....		1	1,696,301.
2 Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a Net unrealized gains (losses) on investments .....	2a		
b Donated services and use of facilities .....	2b		
c Recoveries of prior year grants .....	2c		
d Other (Describe in Part XIII.) .....	2d	25,813.	
e Add lines 2a through 2d .....	2e		25,813.
3 Subtract line 2e from line 1 .....		3	1,670,488.
4 Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a Investment expenses not included on Form 990, Part VIII, line 7b .....	4a		
b Other (Describe in Part XIII.) .....	4b		
c Add lines 4a and 4b .....	4c		0.
5 Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.) .....		5	1,670,488.

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" to Form 990, Part IV, line 12a.

1 Total expenses and losses per audited financial statements .....		1	1,667,784.
2 Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a Donated services and use of facilities .....	2a		
b Prior year adjustments .....	2b		
c Other losses .....	2c		
d Other (Describe in Part XIII.) .....	2d	10,577.	
e Add lines 2a through 2d .....	2e		10,577.
3 Subtract line 2e from line 1 .....		3	1,657,207.
4 Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a Investment expenses not included on Form 990, Part VIII, line 7b .....	4a		
b Other (Describe in Part XIII.) .....	4b		
c Add lines 4a and 4b .....	4c		0.
5 Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.) .....		5	1,657,207.

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**PART X, LINE 2:**

MANAGEMENT HAS REVIEWED THE TAX POSITIONS FOR THE ORGANIZATION UNDER  
ACCOUNTING STANDARD CODIFICATION NO. 740, "ACCOUNTING FOR INCOME TAXES"  
AND DETERMINED THAT THE APPLICATION OF FASB ASC NO. 740 DID NOT HAVE A  
MATERIAL IMPACT ON THE CONSOLIDATED FINANCIAL STATEMENTS. FASB ASC NO.  
740 ESTABLISHES FINANCIAL ACCOUNTING AND DISCLOSURE REQUIREMENTS FOR  
RECOGNITION AND MEASUREMENT OF UNCERTAIN TAX POSITIONS TAKEN OR EXPECTED  
TO BE TAKEN ON THE U.S. INCOME TAX RETURN. THERE WERE NO UNCERTAIN TAX  
POSITIONS AS OF JUNE 30, 2015 AND 2014, AND ALL TAX YEARS FROM 2012  
FORWARD ARE OPEN AND SUBJECT TO IRS EXAMINATION.

**PART XI, LINE 2D - OTHER ADJUSTMENTS:**

**Part XIII** Supplemental information (continued)

IN-KIND RENT INCOME

FOUNDATION DONATION

PART XII, LINE 2D - OTHER ADJUSTMENTS:

FOUNDATION EXPENSES

IN KIND RENT

**SCHEDULE O**  
**(Form 990 or 990-EZ)**

**Supplemental Information to Form 990 or 990-EZ**

OMB No. 1545-0047

**2014**

Open to Public  
Inspection

Department of the Treasury  
Internal Revenue Service

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Name of the organization

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

Employer identification number

**02-0347931**

**FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:**

**SERVICES.**

**FORM 990, PART III, LINE 4D, OTHER PROGRAM SERVICES:**

**TO PROVIDE EDUCATION, COUNSELING AND EVALUATION THROUGH AN IMPAIRED  
DRIVER PROGRAM**

**EXPENSES \$ 156,395. INCLUDING GRANTS OF \$ 0. REVENUE \$ 151,325.**

**COMMUNITY EDUCATION PROGRAM**

**EXPENSES \$ 30,518. INCLUDING GRANTS OF \$ 0. REVENUE \$ 31,535.**

**DETOXIFICATION PROGRAM**

**EXPENSES \$ 7,609. INCLUDING GRANTS OF \$ 0. REVENUE \$ 0.**

**PROGRAM ALCOHOL OR DRUG ADDICTED WOMEN**

**EXPENSES \$ 100,330. INCLUDING GRANTS OF \$ 0. REVENUE \$ 38,819.**

**FORM 990, PART VI, SECTION B, LINE 11:**

**THE COMPLETED 990 IS REVIEWED AT THE BOARD OF DIRECTORS MEETING PRIOR TO  
FILING.**

**FORM 990, PART VI, SECTION B, LINE 12C:**

**BOARD MEMBERS MUST REPORT ANY ACTUAL OR POTENTIAL CONFLICTS OF INTEREST  
IMMEDIATELY.**

**FORM 990, PART VI, SECTION C, LINE 19:**

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2014)





**SCHEDULE R**  
(Form 990)

Department of the Treasury  
Internal Revenue Service

**Related Organizations and Unrelated Partnerships**

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.  
▶ Attach to Form 990.

OMB No. 1545-0047

**2014**

Open to Public  
Inspection

Name of the organization

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

▶ Information about Schedule R (Form 990) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Employer identification number  
**02-0347931**

**Part I Identification of Disregarded Entities** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

**Part II Identification of Related Tax-Exempt Organizations** Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES FOUNDATION - 25-1, 272 COUNTY FARM ROAD, DOVER, NH 03820	FUNDRAISING	NEW HAMPSHIRE	501(C)(3)				X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) 2014

**Part III Identification of Related Organizations Taxable as a Partnership** Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	

**Part IV Identification of Related Organizations Taxable as a Corporation or Trust** Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

**Part V Transactions With Related Organizations** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

**Note.** Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

**1** During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?

	Yes	No
<b>a</b> Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity		X
<b>b</b> Gift, grant, or capital contribution to related organization(s)		X
<b>c</b> Gift, grant, or capital contribution from related organization(s)		X
<b>d</b> Loans or loan guarantees to or for related organization(s)		X
<b>e</b> Loans or loan guarantees by related organization(s)		X
<b>f</b> Dividends from related organization(s)		X
<b>g</b> Sale of assets to related organization(s)		X
<b>h</b> Purchase of assets from related organization(s)		X
<b>i</b> Exchange of assets with related organization(s)		X
<b>j</b> Lease of facilities, equipment, or other assets to related organization(s)		X
<b>k</b> Lease of facilities, equipment, or other assets from related organization(s)		X
<b>l</b> Performance of services or membership or fundraising solicitations for related organization(s)		X
<b>m</b> Performance of services or membership or fundraising solicitations by related organization(s)		X
<b>n</b> Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)		X
<b>o</b> Sharing of paid employees with related organization(s)		X
<b>p</b> Reimbursement paid to related organization(s) for expenses	X	
<b>q</b> Reimbursement paid by related organization(s) for expenses		X
<b>r</b> Other transfer of cash or property to related organization(s)		X
<b>s</b> Other transfer of cash or property from related organization(s)		X

**2** If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
SOUTHEASTERN NH ALCOHOL AND DRUG ABUSE (1) SERVICES FOUNDATION	P	27,875.	

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
 DRUG ABUSE SERVICES

Part VI Unrelated Organizations Taxable as a Partnership Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) All partners are sec. 501(c)(3) orgs.?		(f) Share of total income	(g) Share of end-of-year assets	(h) Dispropor- tionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
				Yes	No			Yes	No		Yes	No	



Depreciation and Amortization (Including Information on Listed Property) 990

Department of the Treasury Internal Revenue Service (99)

Information about Form 4562 and its separate instructions is at www.irs.gov/form4562.

Attachment Sequence No. 179

Name(s) shown on return

Business or activity to which this form relates

Identifying number

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES

FORM 990 PAGE 10

02-0347931

Part I Election To Expense Certain Property Under Section 179 Note: If you have any listed property, complete Part V before you complete Part I.

Table with 5 main rows for election details and 6-13 rows for listed property details. Includes fields for maximum amount, total cost, threshold cost, reduction in limitation, dollar limitation, and listed property amounts.

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

Table with 3 rows (14-16) for special depreciation allowance and other depreciation details.

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

Table with 2 rows (17-18) for MACRS deductions and election to group assets.

Section B - Assets Placed in Service During 2014 Tax Year Using the General Depreciation System

Table with 7 columns (a-g) and 9 rows (19a-i) for general depreciation system assets.

Section C - Assets Placed in Service During 2014 Tax Year Using the Alternative Depreciation System

Table with 6 columns and 3 rows (20a-c) for alternative depreciation system assets.

Part IV Summary (See instructions.)

Table with 2 main rows (21-22) for summary amounts and 23 for section 263A costs.

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL AND  
DRUG ABUSE SERVICES**

Form 4562 (2014)

02-0347931 Page 2

**Part V** Listed Property (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)  
 Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

**Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)**

24a Do you have evidence to support the business/investment use claimed?  Yes  No 24b If "Yes," is the evidence written?  Yes  No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use							25	
26 Property used more than 50% in a qualified business use:								
		%						
		%						
SEE STATEMENT: 1		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L -		
		%				S/L -		
		%				S/L -		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1								29

**Section B - Information on Use of Vehicles**

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

**Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees**

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons.

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

**Part VI Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2014 tax year:					
43 Amortization of costs that began before your 2014 tax year					43
44 Total. Add amounts in column (f). See the instructions for where to report					44



FORM 4562 TOTALS LISTED PROPERTY INFORMATION-MORE THAN 5% STATEMENT 1

(A) DESCRIPTION	(B) DATE	(C) BUS. %	(D) COST	(E) BASIS	(F) LIFE	(G) MTH/CV	(H) DEDUCTION	(I) 179 ELECTED
(K) TOTAL MILES	(L) BUSINESS MILES	(M) COMMUTING MILES	(N) PERSONAL MILES	(O) WAS VEH. AVAIL.? Y N	(P) > 5% OWNER? Y N	(Q) ANOTHER VEH. AVAILABLE? Y N		
2010 DODGE CARAVAN	12/21/09		22,739.		5YR	SL/SL		
2010 DODGE CARAVAN	12/21/09		22,964.		5YR	SL/SL		
TOTALS TO FORM 4562, PART V, LINE 26								

**BOARD OF TRUSTEES  
CONTACT INFORMATION**

Robert Ullrich - Chairperson

Jennifer Cullen - Vice Chair Person

Thomas F. Parks, Jr. - Treasurer

Dr. Robert Gaetjens - Secretary

Stephen Moltenbrey

Alec McEachern

Bill Webb

Dr. Lawrence Kane

Kevin MacLeod

Mark Stickney

Frank Cassidy

# Courtney A. Atherton

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## **Objective**

The position of Substance Abuse Counselor

## **Professional experience**

02/05 to present Familystrength, 72 West Broadway, Derry, NH

### **Family Counselor**

- Duties as listed below

04/03 to 05/04 Familystrength 728 Central Ave., Dover, NH

### **Family Counselor**

- Family counselor for an intensive home-based family therapy program. The counseling services were primarily juvenile court or DCYF referrals for minors and families in need of intensively focused, cognitive/brief solution-focused therapy modeled counseling. Counseling services worked with DCYF/DJJS agencies, court system, and additional outpatient treatment centers to coordinate appropriate treatment for families in need.
- Provided counseling and referrals for outpatient therapy, court-appointed services, substance abuse treatment, school programs, and additional community-based support services. Duties included conducting intensive weekly therapy sessions (3.5 hours per week of face-to-face sessions per family), crisis assessments, provided emergency on-call for families (24/5), and team meetings with referral agencies (DJJS, DCYF, courts, police, schools). Written duties included daily case notes, service plans, release forms, evaluation reports, 30-day and 60-day progress reports, termination reports, CHINs reports, court documentation (family assessment/evaluation for judges' case review). Attended weekly Familystrength staff meeting and 2 hours supervision sessions per week.
- Developed skills for working in intensive counseling sessions. Established abilities to coordinate with multiple agencies to develop appropriate treatment plans for immediate and follow-up care for minors and their families.

02/01 to 03/03 Tri-City Mental Health & Retardation Center Lawrence, MA

### **Outreach Clinician**

- Mental health counselor for an aggressive homeless outreach program targeting inner city homeless adults in the Merrimack Valley of Massachusetts. The Outreach program actively sought disenfranchised homeless mentally ill adults within their community of reference (i.e. Drop-in centers, food kitchens, campsites, under bridges, etc.) to encourage reconnection with larger society.
- Provided counseling and referrals for support services for homeless individuals not connected with community social services. Referrals included Social Security benefits, health insurance, medical and psychiatric appointments, crisis evaluations, Veterans Administration,

legal assistance, community programs, public/private shelters, and detox centers. Primary mental health issues include PTSD/Trauma related issues, mood disorders, personality disorders, substance abuse, schizophrenia, behavioral issues, and cognitive difficulties.

- Participated in city-wide efforts to provide social services for poor/need populations within Lawrence area. Member of City of Lawrence Continuum of Care committee (2001-2003), provided tracking/data information regarding behavioral habits, conditions, needs, for client base and recorded/reported information to City for SuperNofa funds application (2002-2003)
- Acquired experience providing mental health counseling in non-traditional settings and intensive involvement with community and state programs. Developed broad understanding of and advocacy for the homeless at local and state levels. Acquired intensive knowledge of social systems, government interaction, and brief, solution focused therapy.

09/99 to 06/00      Strafford Guidance Center      Dover, NH

**Emergency Services Intern**

- Internship for present Master's program-one year completed
- Provided client assessments for crisis care department at community and county-based mental health center, including suicide/homicide risk assessments, protective custody assessments, mental health assessments of chronically mentally ill patients, voluntary and involuntary hospitalization assessments, one-on-one brief therapy with clients in crisis.
- Acquired experience within and understanding of community-based mental health care
- Acquired experience in assessment and evaluation techniques and determination of appropriate follow-up care

09/98 to 06/99 New Hampshire State Prison for Women Goffstown, NH

**Counseling Intern**

- Practicum and internship for Master's program-one year completed
- Provided one-on-one counseling for inmates at women's facility with personal issues including addiction, PTSD/trauma issues, domestic violence, child abuse, skills and educational development for future re-entry into society
- Acquired experience within and understanding of the corrections system
- Acquired experience working with difficult populations, client resistance, and personality disordered and/or dual diagnosed patients
- Developed awareness of multi-cultural and social-economic issues faced by client population

1989-1997      Unitil Exeter & Hampton Electric Company Kensington, NH

**Customer Service Representative, eight years**

- Discussed customer accounts, credit accounts, and industry policy with the public. Provided resources, education, networking, and support for customers. Compiled resource files/database/operations manuals for use within department.
- Acquired verbal and written skills necessary to report and discuss company information and policy with general public
- Frequently required to use supervisory discretion when performing duties

**Education**      1998-2001      **Antioch New England Graduate School**      Keene, NH

- Master's Degree in Applied Counseling Psychology

1985-1988      **University of New Hampshire**      Durham, NH

- B. A. Degree in English

1983-1985      **Thompson School of Applied Science**      Durham, NH.

- A. S. Degree in Business Management, graduated with honors

**Credentials**      Passed NH Board Exam (NCMHCE).....April 2004 (licensure eligible)

**Volunteer Activities**      1999-2001      **New Hampshire State Prison for Women**      Goffstown, NH

- Assist the prison's Social Worker to counsel and educate the inmates at the prison. Meet with inmates one-on-one to discuss personal issues, future goals, and help clients meet expectations for re-entry into society

1998- to present... Contributing Editor/Writer "The Critter Exchange"

- Provide editorial services for animal-industry, monthly newspaper with 30,000 distribution in Maine, New Hampshire, Vermont, and Northern Massachusetts. Contribute monthly column since June 2003, and solicit, collect, proof, and edit all articles, letters, press releases, and features each month for publication. Participate/assist with fund-raising activities and non-profit application process.

**References**      Available upon request

# DANIEL S. BURNFORD

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## OBJECTIVE

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Masters level counseling or teaching position. Special interests in classroom teaching, substance abuse, adolescent and adult psychiatry, and dual diagnosis.

## EXPERIENCE

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STRAFFORD GUIDANCE CENTER, INC./THE PROSPECTS TREATMENT PROGRAM  
ROCHESTER, NEW HAMPSHIRE  
*January 1998 to Present*

**Program Coordinator** - The Prospects Treatment Program was transferred from a hospital-based setting to a community mental health center in January 1998. Responsibilities include: program development, marketing, clinical supervision of interns and volunteers, and the daily maintenance of all program services and liaisoning of these services within the agency and surrounding community.

FRISBIE MEMORIAL HOSPITAL/THE PROSPECTS TREATMENT PROGRAM  
ROCHESTER, NEW HAMPSHIRE  
*July 1993 to December 1997*

**Senior Therapist** - Responsible for an average caseload of 4-6 adults in a hospital based substance abuse program. Position functions also include: screening potential clients for our program, having a strong working knowledge of the A.S.A.M. (American Society of Addiction Medicine) levels of care and dimensional criteria, understanding of and ability to work with insurance and managed care organizations, assessment and treatment planning, liaisoning with community agencies for the provision of ongoing continuing care needs of clients and an ability to deliver educational lectures, group and individual counseling services. Responsible for program development (e.g. the Family Education Program and Relapse Prevention Track) and providing clinical supervision and training to interns/volunteers in our program. Also involved with the development of specific unit assessment forms and policies and procedures to enhance the effectiveness of our program.

AMOSKEAG FAMILY COUNSELING CENTER, MANCHESTER, NEW HAMPSHIRE  
*December 1991 - January 1993 (part time)*

**Therapist** - Provided services for this outpatient agency which included: mental health and substance abuse assessments, individual, couples, and family therapy.

MERCY HOSPITAL/THE RECOVERY CENTER, PORTLAND, MAINE  
*October 1991 - July 1993*

**Therapist** - Worked as a clinician in this program that was developed and modeled by "The Caron Foundation". Responsible for 6-8 adults on a substance abuse unit in a general hospital. Services delivered included group and individual therapy, didactic lectures on addiction, involvement in the Family Education Program and co-facilitation of a family therapy group. Also helped to develop the program schedule and various assessment forms. Therapists also attended a one week intensive training program at the Caron Foundation in Wernersville, Pennsylvania.

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## LICENSURE AND CERTIFICATION

- LISCENSED ALCOHOL AND DRUG ABUSE COUNSELOR (LADC)

# Heidi Moran, MSW, MLADC

## Objective

Highly motivated, flexible and diverse forward thinking Social Worker / Addictions Counselor seeking position as Clinical Director/ Administrator.

## Education & Licensures

*Bachelor of Science, Sociology, State University of New York: New Paltz 12/19/2001*

*Masters in Social Work, University of New Hampshire 6/22/2009*

*Master Licensed Alcohol and Drug Counselor, New Hampshire*

NH License #0572 first issued March 21, 2005, current

*International Certified Alcohol and Drug Counselor, International Certification & Reciprocity*

Consortium ICADC #24812 Issued March 26, 2005, current

## Summary of Qualifications

- Extensive experience in field of addictions since 1995.
- Maintained documentation and records to comply with all state and federal laws, confidentiality and HIPPA compliance
- Maintained firm ethical boundaries
- Individual and group therapy facilitation
- Supervisory and staffing experience in residential and out patient facilities.
- Innovative thinker, driven to provide high quality services and motivated to achieve goals
- Responsible in establishing local and state collaborations to strengthen and improve services provided to clients
- Worked with several computer programs providing information for state, financial and administrative purposes
- Prepared plan of correction after WA State audit

## Professional Experience

*Southeastern NH Services, Dover, NH*

June, 2013 – present

Clinical Administrator

- Responsible for all programming and staff supervision

*Nisqually Indian Tribe, Olympia, WA*

2011-2013

- Substance Abuse Program Coordinator
- Attended weekly Tribal Court proceedings, worked closely with judge and prosecutor to recommend appropriate treatment for tribal members.
- Oversaw all program operations for the Tribe
- Supervised, trained and hired staff



- Maintained documents for the State of WA, Indian Health Services, Indian Child Welfare and other agencies.
- Referred clients to in-patient treatment, mental health services and other services as needed.
- Designed and implemented new policies and procedures for program.
- Maintained cultural sensitivity and appropriateness within programming schedules

*Southeastern New Hampshire Services, Dover, NH*  
2011

2004-

- Residential Supervisor 40 hours per week
- Provided individual and group therapy for substance abusing clients
- Supervised 20 (+or-) full time/per diem staff and oversaw 4 residential programs (detoxification, rehabilitation center, halfway house, transitional living apartments)
- Established Transitional Living Program for clients exiting agency halfway house
- Was responsible for creating and maintaining agency employee schedule
- Provided outreach presentations and participated in public speaking engagements
- Invited to join the NH Family Justice Center planning committee
- Established curriculum to provide substance abuse therapy to inmates in Strafford County House of Corrections and facilitated groups
- Organized holiday clean and sober events, chaperoned clean and sober camping trips for clients and promoted clean and sober fun in recovery.

*Bellamy Fields & Watson Fields, Dover, NH* 24 hours per week  
2006-Present

Clinical Intern (2006-2009) Volunteer (2009-2011)

- Provided clinical support for elderly with dementia and Alzheimer's disease and their families at Bellamy Fields
- Actively engaged with residents at Bellamy Fields and acted as bridge between resident and medical staff
- Worked with administrators in interviewing dietary, kitchen, maintenance, housekeeping, and other support staff
- Attended and participated in resident care plan meetings
- Supported with end of life preparations and worked in collaboration with Hospice workers and resident's family and/or care givers
- Implemented groups and activities for residents
- Participated in planning and building process at Watson Fields, an identical facility to Bellamy Fields with higher level of medical care
- Responsible to ensure all safety regulations were met through working with architects, plumbers and electricians
- Oversaw \$20,000 in supplies to prepare for facility opening

*Twin Counties Substance Abuse Services, Catskill & Hudson, NY*  
2004

1995-

- Outpatient Counselor 40 hours per week
- Provided individual and group counseling for clients with substance abuse issues

- Responsible for individual case load of over 30 clients
- Developed programming for clients living in agency halfway house, including community service activities and aftercare group.

**Marco Alexander Andrew Thompson, LICSW, MLADC**

**Objective** *To Obtain a Challenging Position Enabling Me to Sharpen My Analytical Skill Set and Enhance My Clinical Therapeutic Practice*

**Education** **Licensed Independent Clinical Social Worker (LICSW)**

- LICSW certified with unrestricted licensure for direct, clinical practice within the State of New Hampshire
- License number: 1662

**Masters Licensed Alcohol and Drug Counselor (MLADC)**

- MLADC certified with unrestricted licensure for direct, clinical practice and supervision
- License number: 0936

Graduate, **University of New Hampshire Graduate School** 2010: Durham, New Hampshire

- Masters in Social Work with a concentration in Direct Practice and Counseling
- Additional Coursework in Addiction, Person-Centered Planning, and Technology

Graduate, **University of New Hampshire** 2008: Durham, New Hampshire

- B.A., Justice Studies and Sociology

Graduate, **Brookline High School** 2004: Brookline, MA

**Work Experience** **Southeastern New Hampshire Services: Intensive Out-Patient Clinical Program Director** **Dover, NH**

*January 2013 – Currently Employed*

- Responsible for the direct management of the daily activities of the Drug Court Treatment Program and the direct care of the clients assigned to the program.
- Acts as the Treatment Coordinator and primary liaison for the Strafford County Drug Treatment Court Program, with regard to the clinical treatment of Drug Court participants.
- Responsible for maintaining an environment of safety, compassion, dignity and respect.
- Facilitates individual and group counseling to the clients in the Drug Court Treatment Program.
- Maintains a caseload of clients and completion of all paperwork including client charting, intake summaries, record keeping, general correspondence, discharge summaries and chart completion.
- Participates and facilitates weekly staff meetings and daily team meetings as requested by the Clinical Director.
- Provides input specific to client needs, progress, and motivation.
- Communicates all information pertinent to client safety and progress to appropriate staff and management.
- Reviews and sign off on time sheets and give to Clinical Director.
- Assists with hiring and training of new employees and interns.

**Southeastern New Hampshire Services: Intensive Out-Patient Counselor** **Dover, NH**

*June 2010 – January 2013*

- Providing Intensive Out-Patient Counseling and Mental Health Therapy for Strafford County Drug Treatment Court
- Conducting individual and group counseling sessions while maintaining a caseload of clients
- Creating and delivering psycho-educational lectures on a variety of topics related to recovery from substance abuse
- Completing all patient paperwork, including intake summaries, substance abuse evaluations, individual and curriculum Based Treatment Planning, progress notes, general recordkeeping, correspondence, and discharge summaries
- Participating in clinical supervision, weekly staff meetings, daily group processing and planning sessions, and regular meetings with Drug Court Case Managers, Superior Court Justices, County Attorneys and Probation and Parole Office
- Created new program evaluation and assessment tools, developing new, more efficient standard operating procedures, electronic monitoring and record keeping

- Responsible for the scheduling of the entire intensive Out-Patient Program including weekly curriculums, presentations and client's therapeutic schedule

**Work  
Experience  
(Cont'd)**

**Graduate Assistant**

University of New Hampshire Durham, NH

August 2008 – May 2010

The Graduate School

- Graduate assistant for the Office of the Dean of the University of New Hampshire Graduate School in Thompson Hall
- Undergraduate recruitment and retention officer for underrepresented UNH students
- Liaison between the UNH Graduate School, McNair Scholars Program, and Multi-Cultural Student Organizations such as the Black Student Union, Diversity Support Coalition, and the Office of Multi-Cultural Student Affairs
- Event and banquet organizer for minority undergraduate students and major Graduate School programs including the Graduate Research Conference (GRC)
- Active Participant in the President's Commission on the Status of People of Color
- Lead accountant for Graduate School student programming

**Research and Teacher's Assistant**

University of New Hampshire Durham, NH

August 2009 – May 2010

Graduate School Department of Social Work

- Research and teacher's assistant for both Jerry Marx and Anne Broussard – Social Work Department Chairs
- Assisted professors in the research and drafting of peer reviewed articles, texts and publications and covered and
- Covered and substitute taught undergraduate social work classes

**Community Assistant**

University of New Hampshire Durham, NH

September 2007 – May 2008

Department of Residential Life

- Maintained a safe and comfortable living environment for residents through consistent assessment and appropriate intervention when needed, The Gables Apartment Complex, Approximately, 100 Students
- Established trusted and effective two way communication with all residents and staff
- Created and implemented creative activities designed to support total student growth including academic success, appreciating differences and the value of good citizenship
- Offered myself as a role model by ensuring my scholastic achievement, being a dependable employee, a responsible citizen, and compassionate, available friend

**Resident Adviser**

University of New Hampshire Durham, NH

August 2006 – May 2007

Department of Residential Life

- Maintained a safe and comfortable living environment for residents through consistent assessment and appropriate intervention when needed, Lord Hall Ground Floor, Approximately 16 Students
- Created and implemented creative activities designed to support total student growth including academic success, appreciating differences and the value of good citizenship
- Offered myself as a role model by ensuring my scholastic achievement, being a dependable employee a responsible citizen and compassionate, available friend

**Advanced  
Clinical  
Internship**

**Southeastern New Hampshire Services**

Dover, NH

Second Year of Graduate School, 2009-2010

- Conducted individual and group counseling sessions while maintaining a caseload of clients
- Developed and delivered psycho-educational lectures on a variety of topics related to recovery from addiction
- Completed all related paperwork, including intake summaries, substance abuse evaluations, individual and curriculum based treatment planning, progress notes, general recordkeeping, correspondence, and discharge summaries
- Participated in clinical supervision, weekly staff meetings, daily group processing and planning sessions, and regular meetings with Drug Court Case Managers, Superior Court Justices, County Attorneys and Probation and Parole Office

**Publications**

**Publications and Peer Reviewed Articles**

- Published in the University of New Hampshire's collection of freshman memoirs & essays: Showtime, Transitions, 2009
- Published in the University of New Hampshire online research journal: Cultural Clash and Mismatch Among Minority Students, Sociological Perspectives, 2005
- Published in AFFILIA: Journal of Women and Social Work, Stressors and Coping Strategies Used by Single Mothers Living in Poverty, May 2012

**Awards**

*Voted Most Influential Staff Member and Counselor for the Strafford County Drug Treatment Court Program by Program Participants: September 2011; October 2012; May 2013; July 2014*

**Southeastern NH Services FY16**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Heidi Moran	Clinical Director	67,974	75%	51,000
Courtney Atherton	Clinical Coordinator	45,490	75%	34,000
Dan Burnford	IDIP Director	51,500	75%	39,000
Marco Thompson	Drug Court Manager	52,520	75%	39,000



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and South Eastern New Hampshire Alcohol and Drug Abuse Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 272 County Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #105) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$4,674,426.00.
3. Add Exhibit A-1, Scope of Services
4. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7/22/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

South Eastern New Hampshire Alcohol and Drug Abuse  
Services

7-21-15  
Date

Heidi Moran  
NAME HEIDI MORAN  
TITLE Clinical Administrator

Acknowledgement:  
State of NH, County of Strafford on July 21, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Angela M. Gervais Notary  
Name and Title of Notary or Justice of the Peace

ANGELA M. GERVAIS  
Notary Public - New Hampshire  
My Commission Expires December 23, 2019

Contractor Initials: HM  
Date: 7/21/15



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/3/15  
Date

[Signature]  
Name: Maam D. Lape  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Contractor Initials: [Signature]  
Date: 7/24/15





Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

*JR*  
7/21/15



Exhibit A-1

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

*HP*  
7/21/15



## Method and Conditions Precedent to Payment

### I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

#### A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$664,918.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

#### B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed \$20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

### II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and

*[Handwritten Signature]*  
7/21/15



within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential– Adult, including pregnant and parenting women	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential Treatment – Adolescent	\$128.00/day	\$896 (7 days) /week
X	Transitional Living – Adult	\$100.00/day	\$700 (7 days) /week
X	Transitional Living – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	

*[Handwritten Signature]*  
3/21/15



Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
			discharge
X	Enhanced Services	Cost Reimbursement	Up to the Budget Amount in Exhibit B-7

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the



amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

*Handwritten initials and date*  
7/21/15



The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

*Am*  
7/21/15



**IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services**

- A. Payment for said services shall be made as follows:
- i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
  - ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.  
The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
- C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.
- D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

*Am*  
7/21/15



# CERTIFICATE OF VOTE

I, Thomas Parks, do hereby certify that:

1. I am a duly elected Officer of Southeastern New Hampshire Alcohol and Drug Abuse Services.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 21, 2015;

**RESOLVED:** That the Clinical Administrator is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of July 2015.

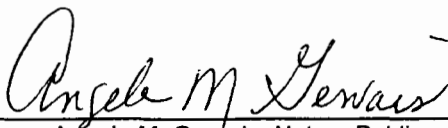
4. Heidi Moran is the duly elected Clinical Administrator of the Agency.

  
Thomas Parks

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 21st day of July 2015, by Thomas Parks.

  
Angela M. Gervais, Notary Public

By Thomas Parks

**ANGELA M. GERVAIS**  
Notary Public - New Hampshire  
My Commission Expires December 23, 2019

Commission Expires: December 23, 2019



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and South Eastern New Hampshire Alcohol and Drug Abuse Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 272 County Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #105) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$4,654,426.00.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

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8. Add Exhibit B-7
9. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.
10. Add Exhibit C-1, Revisions To General Provisions.
11. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
12. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
13. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
14. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
15. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6/2/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

South Eastern New Hampshire Alcohol and Drug Abuse  
Services

5-27-15  
Date

Heidi Moran  
NAME Heidi Moran  
TITLE Clinical Administrator

Acknowledgement:

State of NEW HAMPSHIRE, County of STRAFFORD on MAY 27, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Heidi Young  
Name and Title of Notary or Justice of the Peace

HEIDI J. YOUNG, Notary Public  
My Commission Expires March 12, 2019



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/9/15  
Date

Marybeth Misluk  
Name: Marybeth Misluk  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #3

Scope of Services

**A. Population Served**

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

**B. Required Treatment Services**

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	Treatment Services
X	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b> Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b> Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1) – Pregnant Women -</b> Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Transitional Living (ASAM Level 3.1)</b> - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Transitional Living (ASAM Level 3.1) – Pregnant Women -</b> Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</b> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
	No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	<b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women -</b> High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</b> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.  No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
X	<ul style="list-style-type: none"> <li>Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<b>Recovery Support Services</b> as identified above provided to pregnant & parenting women.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

**C. Required Provisions for Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

**Access to Services:**

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level



Exhibit A Amendment #3

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1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

- c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening,

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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testing, counseling and referral for medical treatment.

**Physical location and facilities:**

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

**Culturally and Linguistically Appropriate Standards of Care:**

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall,

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.

5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

**Publications Funded Under Contract:**

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

**Student Internships:**

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

**Staff Licensing Requirements:**

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

**Staff Certification Requirements:**

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

**Supervision:**

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and
3. Copies of newspaper articles.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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## Method and Conditions Precedent to Payment

### I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$664,918.00 as follows:

- 57% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 18% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 25% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential– Adult, including pregnant and parenting women	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential Treatment – Adolescent	\$128.00/day	\$896 (7 days) /week
X	Transitional Living – Adult	\$100.00/day	\$700 (7 days) /week
X	Transitional Living – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
X	Enhanced Services	Cost Reimbursement	Up to the Budget Amount in Exhibit B-7

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

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\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.

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- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.



- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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Exhibit B-7

**BUDGET FORM**

**New Hampshire Department of Health and Human Services**  
**COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: Southeastern New Hampshire Alcohol & Drug Abuse Services

Substance Use Disorder Treatment Enhanced Services -  
 Budget Request for: Transportation  
*Name of Program*

Budget Period: July 1, 2015 through December 31, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 7,438	\$ -	\$ 7,438	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 571	\$ -	\$ 571	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel; fuel cost	\$ 1,203	\$ -	\$ 1,203	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance & Registration	\$ 1,156	\$ -	\$ 1,156	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ <b>10,368</b>	\$ <b>-</b>	\$ <b>10,368</b>	

Indirect As A Percent of Direct

0.0%



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services  
Exhibit D Amendment #1



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

5-27-15  
Date

Heidi Moran M L A P C, J A S C W  
Name: HEIDI MORAN  
Title:

Contractor Initials HM  
Date 5-27-15



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5-27-15  
Date

Heidi Moran  
Name: Heidi Moran  
Title: Clinical Administrator

Exhibit E Amendment #1- Certification Regarding Lobbying

Contractor Initials

AM  
Date 5/27/15



Exhibit F Amendment #1

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5-27-15  
Date

Heidi Moray  
Name: HEIDI MORAY  
Title: Clinical Administrator

Contractor Initials HM  
Date 5-27-15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Handwritten initials in black ink, appearing to be 'AM'.

Handwritten date in black ink, appearing to be '5-27-15'.



New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5-27-15  
Date

Heidi Morden, MSW  
Name: Heidi Morden  
Title: Clinic Administrator

Exhibit G

Contractor Initials HM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5-27-15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

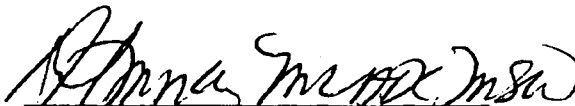
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5-27-15  
Date

  
Name: HEIDI MORAN  
Title: Clinical Administrator



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**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

A handwritten signature in black ink, appearing to be 'JMS'.

5-27-15



- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*Am*

5-27-15



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen Alunn  
Signature of Authorized Representative

Kathleen A Dupra  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

6/24/15  
Date

Southeastern NH Services  
Name of the Contractor

Heidi Moran  
Signature of Authorized Representative

HEIDI MORAN  
Name of Authorized Representative

Clinical Administrator  
Title of Authorized Representative

5-27-15  
Date



## CERTIFICATE OF VOTE

I, Jennifer Cullen do hereby certify that:

1. I am a duly elected Officer of Southeastern NH Services.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 27, 2015:

**RESOLVED:** That the Clinical Administrator is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27<sup>th</sup> day of May, 2015.

4. Heidi Moran is the duly elected Clinical Administrator of the Agency.

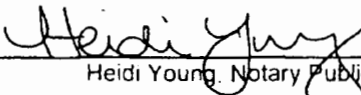
  
Jennifer Cullen

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 27<sup>th</sup> day of May, 2015,

By Jennifer Cullen.

  
Heidi Young, Notary Public

Commission Expires: March 12, 2019

**HEIDI J. YOUNG, Notary Public**  
My Commission Expires March 12, 2019

Southeastern NH Services FY16

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Heidi Moran	Clinical Director	67,974	75%	51,000
Courtney Atherton	Clinical Coordinator	45,490	75%	34,000
Dan Burnford	IDIP Director	51,500	75%	39,000
Marco Thompson	Drug Court Manager	52,520	75%	39,000



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State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and South Eastern New Hampshire Alcohol and Drug Abuse Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 272 County Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 105) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-29900000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$3,989,508
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2
- 6) Add Exhibit B-6 Amendment #2



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/14  
Date

[Signature]  
NAME  
TITLE Director

South Eastern New Hampshire Alcohol and Drug  
Abuse Services

5-21-14  
Date

[Signature]  
NAME HEIDI MORAN  
TITLE Clinical Administrator

Acknowledgement:

State of ~~NEW HAMPSHIRE~~ County of STRAFFORD on MAY 21<sup>ST</sup> 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature] - ADMINISTRATOR'S ASSISTANT  
Name and Title of Notary or Justice of the Peace

HEIDI J. YOUNG, Notary Public  
My Commission Expires March 12, 2019



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

Rosemary Wiant  
Name: Rosemary Wiant  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Contractor Initials: AW  
Date: 5-21-14

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
X	<i>Outpatient Treatment (ASAM Level 1)</i> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</i> – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<i>Intensive Outpatient Treatment (ASAM Level 2.1)</i> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</i> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<i>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</i> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	<i>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</i> - Low-Intensity Residential Treatment as identified above provided to

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

	pregnant & parenting women.
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
X	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<i>Recovery Support Services</i> as identified above provided to pregnant & parenting women.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**C. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**Access to Services:**

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

**Clients Eligible for Treatment Services:**

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- b. ~~Level of Care:~~ For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
- The maximum allowed charge will be billed to the client's insurer, if applicable.
  - The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



**Exhibit A Amendment #2**

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TCP) and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

3. ~~When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.~~
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

*Clinical Services:*

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

*Evaluation:*

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

*Care Coordination:*

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

1. **New Hires:** The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. **Vacancies:** The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**ATR and Recovery Support Services:**

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

The remainder of this page is intentionally left blank.



Exhibit B Amendment #2

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B and Exhibit B-6.

Effective July 1, 2014 through June 30, 2015, funds in the amount of \$262, 348 are reserved for Outpatient, Intensive Outpatient, and Recovery support services for Pregnant & Parenting Women and Low-Intensity Residential and Medium Intensity Residential – Adolescent/High-Intensity Residential – Adult Pregnant Women.

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$1,329,836 as follows:

- 57 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 18 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 25 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table** - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual &
X	Outpatient – Group	\$5.00/unit	

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #2

			group/week
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
X	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
X	Enhanced Services	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. Performance Incentives:

A. Access to Services:



**Exhibit B Amendment #2**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. **Abstinence:** The client reports reduced or no substance use in the past 30 days.
- ii. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days.
- iv. **Stability in Housing:** The client reports being in stable housing.
- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.





Exhibit B Amendment #2

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**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:



Exhibit B Amendment #2

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- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. **Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

**Exhibit B-6 Amendment #2**

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: Southeastern New Hampshire Alcohol & Drug Abuse Services

Substance Use Disorder Treatment Enhanced Services -  
Budget Request for: Transportation  
(Name of RFP)

Budget Period: July 1, 2014 - June 30, 2015

Line Item	Direct Incremental	Indirect Fixed Cost	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 14,876	\$ -	\$ 14,876	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 1,142	\$ -	\$ 1,142	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel; fuel cost	\$ 2,407	\$ -	\$ 2,407	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance & Registration	\$ 2,311	\$ -	\$ 2,311	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 20,737</b>	<b>\$ -</b>	<b>\$ 20,737</b>	

Indirect As A Percent of Direct

0.0%

Contractors Initials: *HW*  
Date: 5-21-14

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire nonprofit corporation formed August 21, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23<sup>rd</sup> day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

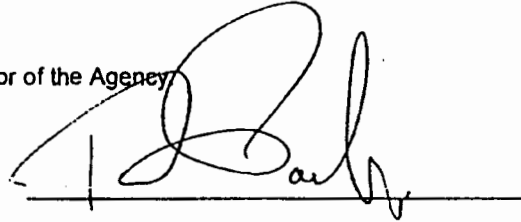
I, Thomas Parks do hereby certify that:

1. I am a duly elected Officer of Southeastern New Hampshire Alcohol and Drug Abuse Services.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 21, 2014;

**RESOLVED:** That the Clinical Administrator is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21<sup>st</sup> day of May, 2014.

4. Heidi Moran is the duly elected Clinical Administrator of the Agency

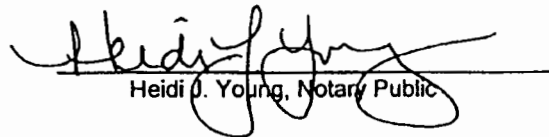


A handwritten signature in black ink, appearing to read 'Thomas Parks', is written over a horizontal line.

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2014, by Thomas Parks.



A handwritten signature in black ink, appearing to read 'Heidi J. Young', is written over a horizontal line.

Heidi J. Young, Notary Public

**HEIDI J. YOUNG, Notary Public**  
My Commission Expires March 12, 2019

Commission Expires: March 12, 2019



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern New Hampshire Alcohol and Drug Abuse Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 272 County Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 2,659,672.00
- 2) Amendment and modification of Exhibit A;
  - a) Delete "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) Change II A from: "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) Change II B Group Recovery Support Services from: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."



**Change to:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

**d) Delete Table SAMHSA National Outcome Measures**

Replace with:

**Table SAMHSA National Outcome Measures**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

New Hampshire Substance Abuse Treatment and Recovery Support Services



DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) Delete in Section II; "TOTAL: \$1,329,836.00"
- 4) **Add** Exhibit B-1, B-2, B-3, B-4 and B-5



New Hampshire Substance Abuse Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/13  
Date

Nancy L. Rollins for DR  
Nancy L. Rollins  
Associate Commissioner

Southeastern New Hampshire Alcohol and Drug Abuse Services

5/7/13  
Date

[Signature]  
Name: Raymond McGearty  
Title: Executive Director

Acknowledgement:

State of New Hampshire County of Strafford on May 7, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Virginia M. Pollard  
Name and Title of Notary or Justice of the Peace

VIRGINIA M. POLLARD, Notary Public  
My Commission Expires May 9, 2017

New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013  
Date

[Signature]  
Name: Jeane P. Henck  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southwestern NH Services

Budget Request for: OP

Name of Agency

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHS Contract share		Total
	Incremental	Placed	Indirect	Placed	Incremental	Placed	
1 Total Salary/Wages	\$ 96,421.00	\$	\$	\$	\$ 96,421.00	\$	\$ 96,421.00
2 Employee Benefits	\$ 32,311.00	\$	\$	\$	\$ 32,311.00	\$	\$ 32,311.00
3 Consultants	\$ 2,787.00	\$ 278.70	\$	\$	\$ 2,787.00	\$ 278.70	\$ 3,065.70
4 Equipment	\$	\$	\$	\$	\$	\$	\$
5 Rental	\$ 78.70	\$	\$	\$	\$ 78.70	\$	\$ 78.70
6 Repair and Maintenance	\$ 187.72	\$	\$	\$	\$ 187.72	\$	\$ 187.72
7 Purchase/Operation	\$	\$	\$	\$	\$	\$	\$
8 Supplies	\$ 2,507.00	\$ 250.70	\$	\$	\$ 2,507.00	\$ 250.70	\$ 2,757.70
9 Educational	\$	\$	\$	\$	\$	\$	\$
10 Lab	\$	\$	\$	\$	\$	\$	\$
11 Pharmacy	\$	\$	\$	\$	\$	\$	\$
12 Medical	\$ 1,077.00	\$	\$	\$	\$ 1,077.00	\$	\$ 1,077.00
13 Office	\$ 2,938.00	\$ 293.80	\$	\$	\$ 2,938.00	\$ 293.80	\$ 3,231.80
14 Travel	\$ 320.00	\$ 32.00	\$	\$	\$ 320.00	\$ 32.00	\$ 352.00
15 Occupancy	\$ 3,568.00	\$ 356.80	\$	\$	\$ 3,568.00	\$ 356.80	\$ 3,924.80
16 Current Expenses	\$	\$	\$	\$	\$	\$	\$
17 Telephones	\$ 1,235.00	\$ 123.50	\$	\$	\$ 1,235.00	\$ 123.50	\$ 1,358.50
18 Postage	\$ 133.00	\$ 13.30	\$	\$	\$ 133.00	\$ 13.30	\$ 146.30
19 Supplies	\$	\$	\$	\$	\$	\$	\$
20 Stenographers	\$	\$	\$	\$	\$	\$	\$
21 Hour and Legal	\$ 1,189.00	\$ 118.90	\$	\$	\$ 1,189.00	\$ 118.90	\$ 1,307.90
22 Board Expenses	\$ 2,177.00	\$ 217.70	\$	\$	\$ 2,177.00	\$ 217.70	\$ 2,394.70
23 Software	\$	\$	\$	\$	\$	\$	\$
24 10 Marketing/Communications	\$ 75.00	\$ 7.50	\$	\$	\$ 75.00	\$ 7.50	\$ 82.50
25 11 Staff Education and Training	\$ 115.00	\$ 11.50	\$	\$	\$ 115.00	\$ 11.50	\$ 126.50
26 12 Subcontract/Agreements	\$ 7,000.00	\$ 700.00	\$	\$	\$ 7,000.00	\$ 700.00	\$ 7,700.00
27 13 Other (See Attachment 2)	\$	\$	\$	\$	\$	\$	\$
TOTAL	\$ 184,880.00	\$ 3,448.00	\$	\$	\$ 184,880.00	\$ 3,448.00	\$ 188,328.00
Indirect At A Percent of Direct		2.4%					

Contractor Initials Ray  
Date 5/21/13 Page 1

Substance Abuse Treatment

Exhibit B-2

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southeastern NH Services

Budget Request for: Substance Abuse Treatment Services  
Womens IOP

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 150,769.00	\$ -	\$ 150,769.00	\$ -	\$ 150,769.00
2. Employee Benefits	\$ 50,522.00	\$ -	\$ 50,522.00	\$ -	\$ 50,522.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,100.00
Repair and Maintenance	\$ 1,200.00	\$ 120.00	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,886.00	\$ 1,705.70	\$ 3,886.00	\$ 1,705.70	\$ 5,591.70
6. Travel	\$ 9,000.00	\$ 1,405.30	\$ 9,000.00	\$ 1,405.30	\$ 10,405.30
7. Occupancy	\$ 8,500.00	\$ 850.00	\$ 8,500.00	\$ 850.00	\$ 9,350.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ 120.00	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Postage	\$ 500.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 550.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,200.00	\$ 120.00	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Insurance	\$ 3,000.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,300.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 550.00
12. Subcontracts/Agreements	\$ 26,250.00	\$ -	\$ 26,250.00	\$ -	\$ 26,250.00
13. Other (Specific occurs manually)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 257,627.00	\$ 4,821.00	\$ 257,627.00	\$ 4,821.00	\$ 262,348.00

Indirect As A Percent of Direct 1.9%

Contractor Initials DG Page 1  
Date 5/7/13

Substance Abuse Treatment

Exhibit B-3

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southeastern NH Services

Budget Request for: Drug Court IOP (name of RFP)

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by DRR Contract share		Year
	Direct Incremental	Indirect Placed	Direct Incremental	Indirect Placed	Direct Incremental	Indirect Placed	
1 Total Salary/Wages	\$ 113,503.00	\$ -	\$ -	\$ -	\$ 113,503.00	\$ -	\$ 113,503.00
2 Employee Benefits	\$ 38,040.00	\$ -	\$ -	\$ -	\$ 38,040.00	\$ -	\$ 38,040.00
3 Consultants	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
4 Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5 Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6 Purchased Maintenance	\$ 1,000.00	\$ 861.60	\$ -	\$ -	\$ 1,000.00	\$ 861.60	\$ 1,861.60
7 Professional Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 Supplies	\$ 5,337.00	\$ 2,323.63	\$ -	\$ -	\$ 5,337.00	\$ 2,323.63	\$ 7,660.63
9 Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11 Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 Medical	\$ 661.00	\$ 227.10	\$ -	\$ -	\$ 661.00	\$ 227.10	\$ 888.10
13 Office	\$ 1,500.00	\$ 650.00	\$ -	\$ -	\$ 1,500.00	\$ 650.00	\$ 2,150.00
14 Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15 Occupancy	\$ 8,381.00	\$ 885.87	\$ -	\$ -	\$ 8,381.00	\$ 885.87	\$ 9,266.87
16 Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17 Telephone	\$ 756.00	\$ 31.60	\$ -	\$ -	\$ 756.00	\$ 31.60	\$ 787.60
18 Postage	\$ 208.00	\$ 28.60	\$ -	\$ -	\$ 208.00	\$ 28.60	\$ 236.60
19 Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20 Audit and Legal	\$ 1,048.00	\$ 104.80	\$ -	\$ -	\$ 1,048.00	\$ 104.80	\$ 1,152.80
21 Insurance	\$ 1,355.00	\$ 135.50	\$ -	\$ -	\$ 1,355.00	\$ 135.50	\$ 1,490.50
22 Bond Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23 Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24 Other (See Instructions)	\$ 115.00	\$ 11.50	\$ -	\$ -	\$ 115.00	\$ 11.50	\$ 126.50
25 Staff (Contracted Training)	\$ 100.00	\$ 10.00	\$ -	\$ -	\$ 100.00	\$ 10.00	\$ 110.00
26 Subcontracting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27 Other (See Instructions)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28 TOTAL	\$ 173,042.00	\$ 4,544.00	\$ 177,004.00	\$ -	\$ 173,042.00	\$ 4,544.00	\$ 177,406.00

Indirect As A Percent of Direct 2.6%

Contractor Initials Py Page 1  
Date 8/7/13

Substance Abuse Treatment

Exhibit B-4

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southeastern NH Services

Budget Request for: CUMIRT

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost			Contractor Blank / Maint.			Funded by DSHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Rent/Staff/Supplies	\$ 165,538.00	\$ -	\$ 165,538.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ 55,472.00	\$ -	\$ 55,472.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ 20,117.00	\$ 2,260.99	\$ 22,407.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Purchases/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Supplies	\$ 12,480.00	\$ -	\$ 12,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Pharmacy	\$ 4,396.00	\$ -	\$ 4,396.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Medical	\$ 5,302.00	\$ 1,001.91	\$ 6,303.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Office	\$ 1,418.00	\$ 54.00	\$ 1,472.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Travel	\$ 25,204.00	\$ 504.08	\$ 25,708.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15. Current Expenses	\$ 3,602.00	\$ 72.04	\$ 3,674.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. Telephone	\$ 1,173.00	\$ 23.48	\$ 1,196.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18. Subscriptions	\$ 3,554.00	\$ 71.06	\$ 3,625.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19. Rent and Leasing	\$ 3,872.00	\$ 118.44	\$ 3,990.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21. Software	\$ 1,284.00	\$ -	\$ 1,284.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22. Materials/Communications	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25. Other (See Attachment 1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 307,842.00	\$ 4,184.20	\$ 312,026.20	\$ -	\$ -	\$ -	\$ 4,184.20	\$ -	\$ 4,184.20

Indirect At A Percent of Direct 1.4%

Contractor Initials DH Page 1  
Date 8/1/13

Substance Abuse Treatment

Exhibit B-5

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southeastern NH Services  
Budget Request for: CMLRT  
Budget Period: State Fiscal Year 2014

Line Item	Total Payment Cost		Contractor Share / Month		Funded by DPHS contract share		Total
	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1 Total Salary/Wages	\$ 308,573.00	\$ -	\$ -	\$ -	\$ 308,573.00	\$ -	\$ 308,573.00
2 Employee Benefits	\$ 102,732.00	\$ -	\$ -	\$ -	\$ 102,732.00	\$ -	\$ 102,732.00
3 Consultants	\$ 875.00	\$ -	\$ -	\$ -	\$ 875.00	\$ -	\$ 875.00
4 Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 934.00	\$ -	\$ -	\$ -	\$ 934.00	\$ -	\$ 934.00
Repair and Maintenance	\$ 85.00	\$ -	\$ -	\$ -	\$ 85.00	\$ -	\$ 85.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5 Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,078.00	\$ -	\$ -	\$ -	\$ 1,078.00	\$ -	\$ 1,078.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 53.00	\$ -	\$ -	\$ -	\$ 53.00	\$ -	\$ 53.00
Office	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
6 Travel	\$ 1,128.00	\$ -	\$ -	\$ -	\$ 1,128.00	\$ -	\$ 1,128.00
7 Occupancy	\$ 970.00	\$ -	\$ -	\$ -	\$ 970.00	\$ -	\$ 970.00
8 Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 85.00	\$ -	\$ -	\$ -	\$ 85.00	\$ -	\$ 85.00
Postage	\$ 85.00	\$ -	\$ -	\$ -	\$ 85.00	\$ -	\$ 85.00
Subscriptions	\$ 170.00	\$ -	\$ -	\$ -	\$ 170.00	\$ -	\$ 170.00
9 Audit and Legal	\$ 260.00	\$ -	\$ -	\$ -	\$ 260.00	\$ -	\$ 260.00
Insurance	\$ 7.20	\$ -	\$ -	\$ -	\$ 7.20	\$ -	\$ 7.20
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10 Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11 Marketing/Communications	\$ 65.00	\$ -	\$ -	\$ -	\$ 65.00	\$ -	\$ 65.00
12 Staff Education and Training	\$ 11.30	\$ -	\$ -	\$ -	\$ 11.30	\$ -	\$ 11.30
13 Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (List in Attachment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 414,894.00	\$ 4,378.00	\$ -	\$ -	\$ 414,894.00	\$ 4,378.00	\$ 419,272.00

Indirect As A Percent of Direct 1.1%

Contractor Initials RC Page 1  
Date 5/17/13

Substance Abuse Treatment

CERTIFICATE OF VOTE

I, Thomas Parks, of Southeastern New Hampshire Alcohol and Drug Abuse Services, do hereby certify that:

1. I am the duly elected Treasurer of Southeastern New Hampshire Alcohol and Drug Abuse Services;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on May 17, 2013;


RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable, or appropriate.

Ray McGarty is the duly elected Executive Director of the corporation.

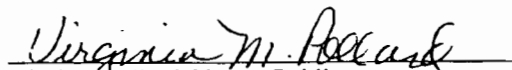
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 17, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the corporation this 17<sup>th</sup> day of May, 2013.

  
\_\_\_\_\_  
Treasurer of the Board

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2013 by Thomas Parks, Treasurer of the Board of Directors.

  
\_\_\_\_\_  
Virginia Pollard, Notary Public  
My Commission Expires: May 9, 2017

VIRGINIA M. POLLARD, Notary Public  
My Commission Expires May 9, 2017





STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
 DATE 6/20/12  
 PAGE 14  
 ITEM # 105

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001), 272 County Farm Road, Dover, NH 03820, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$1,329,836.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$753,339.00
			Subtotal	\$753,339.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$239,491.00
			Subtotal	\$239,491.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$337,006.00
			Subtotal	\$337,006.00
			<b>Total</b>	<b>\$1,329,836.00</b>

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Dover area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Southeastern New Hampshire Alcohol and Drug Abuse Services was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$1,329,836.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
  
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

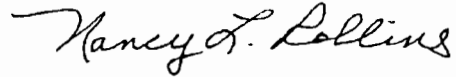
Area served: Dover area.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

Source of Funds: 56.65% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 40.82% General Funds and 2.53% Other (Highway) Funds.

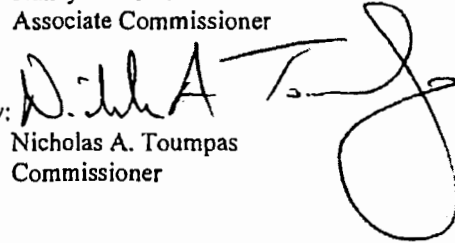
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

SIGN HERE

NLR/ljp




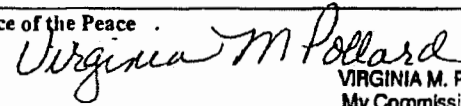
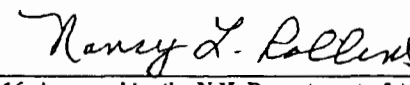
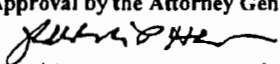
Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Southeastern New Hampshire Alcohol and Drug Abuse Services		1.4 Contractor Address 272 County Farm Road, Dover, NH 03820	
1.5 Contractor Phone Number 603-516-8160	1.6 Account Number 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$1,329,836.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory RAYMOND MCGARTY EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>STAFFORD</u> On <u>May 22, 2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		 VIRGINIA M. POLLARD, Notary Public My Commission Expires May 9, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace VIRGINIA M. POLLARD OFFICE MANAGER			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)  By: <u>Janne P. Herrick, Attorney</u> On: <u>June 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: *RM*  
Date: *8/22/12*



Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services  
 Exhibit A**

**I. General Provisions**

**CONTRACT PERIOD:** July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

**CONTRACTOR NAME:** Southeastern NH Alcohol and Drug Abuse Services

**ADDRESS:** 272 County Farm Road, Dover, NH 03820

**EXECUTIVE DIRECTOR:** Ray McGarty

**TELEPHONE:** 603-516-8160

**II. Scope of Services**

*A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:*

Treatment Modality	# of Beds	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	\$ Awarded
Outpatient	N/A	2.11	Dover	66	\$158,325.00
IOP – Drug Court	N/A	2.37	Dover	47	\$177,606.00
IOP – AVIS GOODWIN (Womens Program)	N/A	3.49	Dover	56	\$262,348.00
Residential – Treatment Adult	7.12	N/A	Dover	93	\$312,070.00
Transitional Living Program – Adult	12.77	N/A	Dover	52	\$419,487.00
Group – Recovery Support Services *	N/A	N/A	N/A	157	0

\* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

**B. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.

- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

***Required Outreach:***

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

***Limitations on Exclusionary Criteria:***

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate

replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

***Sliding Fee Scale:***

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and

- whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
  5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

**Outpatient Treatment** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Intensive Outpatient Treatment** - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Residential Treatment** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

**Transitional Living** - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement"



(made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not

covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

- f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- g. A full-time Executive Director, not filling any of the positions described above.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Subcontracting/Consultants:***

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that

certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

**SAMHSA National Outcome Measures:**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"><li>• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li><li>• 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li></ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this

		standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services

Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F:42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street  
Concord, New Hampshire 03301

Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.

3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
Substance Use Disorder Treatment Services

Exhibit B  
Purchase of Services  
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Southeastern NH Alcohol and Drug Abuse Services

ADDRESS: 272 County Farm Road, Dover, NH 03820

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Ray McGarty

TELEPHONE: 603-516-8160

Vendor #155292-B001

Job #95841387

Appropriation #05-095-095-958410-1387-102-500734

Job #95848501

Appropriation #05-095-095-958410-1388-102-500734

Job #95846501

Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 337,006.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

\$ 239,491.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

\$ 753,339.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$1,329,836.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and

### III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

#### 1. Performance Utilization:

##### A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis. Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

##### B. Utilization Methodology by Modality:

- i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000/\$120$ ) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by

the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

## 2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

### B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

### 3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

### 4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

### IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

### V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:  
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: RM  
Date: 5/22/12

**VI. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:



(a) **Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**

**US DEPARTMENT OF EDUCATION – CONTRACTORS**

**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

(b) *Establishing an ongoing drug-free awareness program to inform employee's about:*

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance: Dover, New Hampshire

Check  if there are workplaces on file that are not identified here.

Southeastern NH Alcohol and Drug Abuse Services

(Contractor Name)

From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013

(Period Covered by this Certification)

Raymond W. Gorbey Executive Director

(Name and Title of Authorized Contractor Representative)

[Signature]  
Contractor Representative Signature

5/22/2012  
Date

NH Department of Health and Human Services

Standard Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

Applicable program covered:

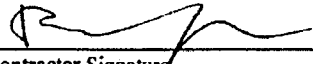
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

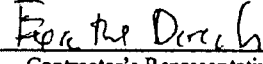
*C. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at [www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf)), in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

  
Contractor Signature  
Southeastern NH Alcohol and Drug Abuse Services

  
Contractor's Representative Title

Contractor Name

Date

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: BM

Date: 5/22/12

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**(1) PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


 (Executive Director)  
 Contractor Signature Contractor's Representative Title

Southeastern NH Alcohol and Drug Abuse Services

Contractor Name

Date

Standard Exhibits C – J

Contractor Initials: RM

TX Substance Use Disorder

Date: 5/22/12

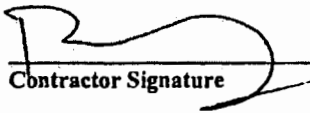
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
Contractor Signature

Ronald McQuin (Executive Director)  
Contractor's Representative Title

Southeastern NH Alcohol and Drug Abuse Services  
Contractor Name

5/22/12  
Date

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NH Department of Health and Human Services

STANDARD EXHIBIT H

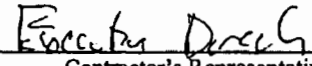
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

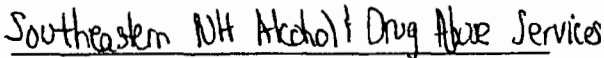
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

  
\_\_\_\_\_  
Contractor Signature

  
\_\_\_\_\_  
Contractor's Representative Title

  
\_\_\_\_\_  
Southeastern NH Alcohol and Drug Abuse  
Services

  
\_\_\_\_\_  
Date

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(I) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

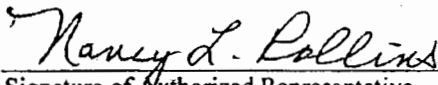
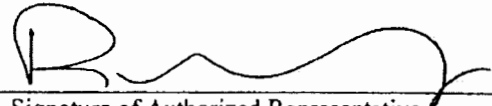
In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Southeastern NH Alcohol and Drug Abuse Services
_____ The State Agency Name	_____ Name of Contractor
	
_____ Signature of Authorized Representative	_____ Signature of Authorized Representative
Nancy L. Rollins	Raymond McGorh
_____ Name of Authorized Representative	_____ Name of Authorized Representative
Associate Commissioner	Executive Director
_____ Title of Authorized Representative	_____ Title of Authorized Representative
5/31/10	5/22/2012
_____ Date	_____ Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

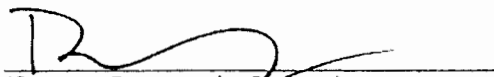
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
(Contractor Representative Signature)

  
(Authorized Contractor Representative Name & Title)

Southeastern NH Alcohol and Drug Abuse Services  
(Contractor Name)

  
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:

963911560

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire nonprofit corporation formed August 21, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of April A.D. 2012

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE

I, Thomas Parks, of Southeastern New Hampshire Alcohol and Drug Abuse Services, do hereby certify that:

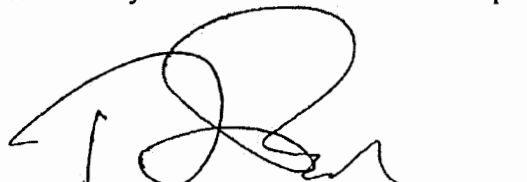
1. I am the duly elected Treasurer of the Board of Directors of Southeastern New Hampshire Alcohol And Drug Abuse Services;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation, duly held on May 22, 2012;

RESOLVED: That this Corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this Corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable, or appropriate. Ray McGarty is the duly elected Executive Director of the Corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 22, 2012.


IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Corporation this 22nd day of May, 2012.

  
\_\_\_\_\_  
Treasurer of the Board

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May, 2012 by Thomas Parks, Treasurer of the Board of Directors.

VIRGINIA M. POLLARD, Notary Public  
My Commission Expires May 9, 2017

  
\_\_\_\_\_  
Virginia Pollard, Notary Public  
My Commission Expires: May 9, 2017



State of New Hampshire  
Department of Health and Human Services  
Amendment #6 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This sixth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 6") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #102) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on December 23, 2014 (Item #16), (Amendment #4 to the Contract) approved on June 24, 2015 (Item #29), and (Amendment #5 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #6, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$2,667,886.50.
4. Amend Exhibit B Amendment #5 by striking:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$408,764.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



And inserting in its place:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$613,146.50 as follows:

- 35% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 43% General funds.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/12/15  
Date

Marilee Nihan  
NAME Marilee Nihan  
TITLE Deputy Commissioner

Tri-County Community Action Program, Inc.

11-6-15  
Date

Michael Coughlin  
NAME Michael Coughlin  
TITLE Chief Executive Officer

Acknowledgement:

State of New Hampshire, County of COOS on 11-6-2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Suzanne C. French  
Name and Title of Notary or Justice of the Peace  
Suzanne C. French Notary

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

A. M. Edwards  
Name: Anne M. Edwards  
Title: Associate Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1<sup>st</sup> day of May A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 8-25-2015:

(Date)

**RESOLVED:** That the Chief Executive Officer

(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 6th day of November, 2015.

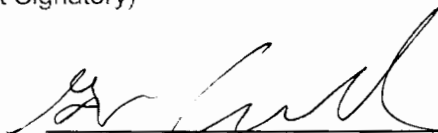
(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.

  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 6th day of November, 2015,

By Gary Coulombe.

(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

{NOTARY SEAL}

Commission Expires: 6-19-18

**SUZANNE C. FRENCH**  
**Notary Public - New Hampshire**  
**My Commission Expires June 19, 2018**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> <b>FIAI/Cross Insurance</b> 1100 Elm Street  <b>Manchester NH 03101</b>	<b>CONTACT NAME:</b> Karen Shaughnessy <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Arch Ins Co</td> <td>11150</td> </tr> <tr> <td>INSURER B: AmGuard Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Ins Co	11150	INSURER B: AmGuard Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> <b>Tri-County Community Action Program, Inc</b> 30 Exchange Street  <b>Berlin NH 03570</b>														

**COVERAGES**                      **CERTIFICATE NUMBER: CL157243649**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			NCPCKG0328200	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<b>AUTOMOBILE LIABILITY</b>			NCAUT0328200	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist \$ 1,000,000
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			NCFXS0328200	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	DED <input type="checkbox"/> RETENTION \$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			TRWC659784 (3a.) NH All officers included	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>Professional Liability</b>			NCPCKG0328200	7/1/2015	7/1/2016	Per Occurrence \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: Substance and Abuse Prevention Program.

<b>CERTIFICATE HOLDER</b>  catherine.a.cormier@dhhs.s  State of NH- DHHS Contracts & Procurement 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Laura Perrin/KS5 
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## **MISSION STATEMENT**

**Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.**

**We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.**

***Tri-County Community Action Programs...  
Helping people, changing lives.***

**TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.**

***TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc.  
...Helping people, changing lives.***

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**TRI-COUNTY  
COMMUNITY ACTION PROGRAM, INC.**

**FINANCIAL STATEMENTS  
FOR THE YEAR ENDED  
JUNE 30, 2014  
AND  
INDEPENDENT AUDITORS' REPORT**

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

TABLE OF CONTENTS  
FINANCIAL STATEMENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements:	
Statement of Financial Position	3
Statement of Activities	4
Statement of Cash Flows	5
Statement of Functional Expenses	6
Notes to Financial Statements	7 - 23
Supplementary Information:	
Schedule of Expenditures of Federal Awards	24 - 25
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	26 - 27
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133	28 - 29
Schedule of Findings and Questioned Costs	30 - 32
Summary Schedule of Prior Audit Findings	33 - 42

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

## INDEPENDENT AUDITORS' REPORT

### ***Report on the Financial Statements***

We have audited the accompanying financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

**Other Matters**

*Prior Period Adjustment*

The financial statements of Tri-County Community Action Program, Inc. as of June 30, 2013, were audited by other auditors whose report dated March 31, 2014 expressed a qualified opinion on those financial statements. The reason for the qualified opinion on the fiscal year 2013 statements was that the Organization had not previously classified the difference between its assets and liabilities as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions. The previous auditor stated that the effects on the financial statements of that departure were not readily determinable. As discussed in **Note 14** to the financial statements, the Organization has adjusted its 2013 financial statements to retrospectively apply the change in temporarily restricted net assets. The other auditors reported on the financial statements before the retrospective adjustment.

As part of our audit of the fiscal year 2014 financial statements, we also audited the adjustments described in **Note 14** that were recorded to restate the fiscal year 2013 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2013 financial statements of the Organization other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2013 financial statements as a whole.

*Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated January 19, 2015, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

*Loane, McDonnell & Roberts  
Professional Association*

January 19, 2015  
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2014

ASSETS

**CURRENT ASSETS**

Cash	\$ 375,399
Accounts receivable	833,677
Inventories	65,039
Prepaid expenses	27,286
Other assets	<u>818</u>

Total current assets 1,303,219

**PROPERTY**

Property, plant, and equipment	10,782,988
Less accumulated depreciation	<u>(4,018,976)</u>

Property, net 6,764,012

**OTHER ASSETS**

Restricted cash	704,665
Building refinance costs, net	<u>16,252</u>

Total other assets 720,917

**TOTAL ASSETS** \$ 8,788,148

LIABILITIES AND NET ASSETS

**CURRENT LIABILITIES**

Current portion of long term debt	\$ 315,312
Demand note payable	501,051
Accounts payable	652,705
Accrued compensated absences	277,779
Accrued salaries	111,486
Accrued expenses	112,335
Refundable advances	224,571
Other liabilities	<u>405,593</u>

Total current liabilities 2,600,832

**LONG TERM DEBT**

Long term debt, net of current portion	4,263,890
Interest rate swap at fair value	<u>49,713</u>

Total liabilities 6,904,438

**NET ASSETS**

Unrestricted	1,220,497
Temporarily restricted	<u>663,213</u>

Total net assets 1,883,710

**TOTAL LIABILITIES AND NET ASSETS** \$ 8,788,148

See Notes to Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2014

	Unrestricted	Temporarily Restricted	Total
<b>REVENUES AND OTHER SUPPORT</b>			
Grant and contracts	\$ 14,550,759	\$ -	\$ 14,550,759
Program funding	1,430,906	-	1,430,906
Utility programs	1,235,250	-	1,235,250
In-kind contributions	141,303	-	141,303
Contributions	253,696	-	253,696
Fundraising	48,388	-	48,388
Rental income	742,117	-	742,117
Interest income	877	-	877
Gain on disposal	4,404	-	4,404
Other revenue	<u>256,500</u>	<u>-</u>	<u>256,500</u>
Total revenues and other support	18,664,200	-	18,664,200
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>	<u>59,923</u>	<u>(59,923)</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>18,724,123</u>	<u>(59,923)</u>	<u>18,664,200</u>
<b>FUNCTIONAL EXPENSES</b>			
Program Services:			
Agency fund	1,020,464	-	1,020,464
Head Start	2,004,565	-	2,004,565
Guardianship	725,590	-	725,590
Transportation	974,583	-	974,583
Volunteer	103,631	-	103,631
Workforce development	520,858	-	520,858
Alcohol and other drugs	1,032,132	-	1,032,132
Carroll County dental	484,898	-	484,898
Carroll County restorative justice	160,275	-	160,275
Support center	238,519	-	238,519
Homeless	468,841	-	468,841
Energy and community development	7,750,706	-	7,750,706
Elder	<u>1,069,155</u>	<u>-</u>	<u>1,069,155</u>
Total program services	<u>16,554,217</u>	<u>-</u>	<u>16,554,217</u>
Supporting Activities:			
General and administrative	1,227,656	-	1,227,656
Fundraising	5,678	-	5,678
Total supporting activities	<u>1,233,334</u>	<u>-</u>	<u>1,233,334</u>
Total functional expenses	<u>17,787,551</u>	<u>-</u>	<u>17,787,551</u>
<b>CHANGES IN NET ASSETS FROM OPERATIONS</b>	936,572	(59,923)	876,649
<b>OTHER INCOME AND (EXPENSE)</b>			
Gain on interest rate swap	<u>32,937</u>	<u>-</u>	<u>32,937</u>
<b>TOTAL CHANGES IN NET ASSETS</b>	<u>969,509</u>	<u>(59,923)</u>	<u>909,586</u>
<b>NET ASSETS, BEGINNING OF YEAR (AS ORIGINALLY STATED)</b>	(227,714)	1,125,522	897,808
PRIOR PERIOD ADJUSTMENT (NOTE 14)	<u>478,702</u>	<u>(402,386)</u>	<u>76,316</u>
<b>NET ASSETS, BEGINNING OF YEAR (RESTATED)</b>	<u>250,988</u>	<u>723,136</u>	<u>974,124</u>
<b>NET ASSETS, END OF YEAR</b>	\$ <u>1,220,497</u>	\$ <u>663,213</u>	\$ <u>1,883,710</u>

See Notes to Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2014**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Change in net assets	\$ 909,586
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	379,543
Gain on disposal of property	(4,404)
Gain on interest rate swap	(32,937)
(Increase) decrease in assets:	
Restricted cash	(73,140)
Accounts receivable	132,610
Inventories	(1,016)
Due from insurance	41,353
Prepaid expenses	(11,234)
Other assets	502
Increase (decrease) in liabilities:	
Accounts payable	(505,581)
Accrued compensated absences	17,426
Accrued salaries	34,078
Accrued expenses	(5,322)
Refundable advances	213,275
Other liabilities	(62,247)
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>1,032,492</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Proceeds from disposal of property	4,404
Purchase of property and equipment	<u>(177,038)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(172,634)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Net repayment of demand note payable	(184,536)
Repayment of long-term debt	(347,318)
Repayment of capital lease obligation	<u>(41,284)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(573,138)</u>
<b>NET INCREASE IN CASH</b>	286,720
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>88,679</u>
<b>CASH AND CASH EQUIVALENTS BALANCE, END OF YEAR</b>	\$ <u>375,399</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>	
Cash paid during the year for:	
Interest	\$ <u>247,825</u>

See Notes to Financial Statements





TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED JUNE 30, 2014**

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of activities**

Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies.

The Organization's programs consist of the following:

**Agency**

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

An example is The Northern Forest Heritage Park (the Park), which provides hundreds of individuals with an educational experience as they visit a full-size replica logging camp, interactive exhibits, the Brown Company House Museum, the Artisans' Display Gallery and gift shop, as well as boat tours, cultural festivals, demonstrations, and competitions. The Park is also available for community and family events.

**Head Start**

Head Start serves hundreds of children and their families in multiple classrooms and locations throughout three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.

### **Guardianship**

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

### **Transportation**

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

### **Volunteer**

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

### **Workforce Development**

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

### **Alcohol & Other Drugs (AOD)**

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities. The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire.

### **Carroll County Dental**

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

### **Carroll County Restorative Justice**

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers.

### **Support Center**

The Organization's Support Center at Burch House is a domestic and sexual violence crisis center that provides direct service and shelter to victims of domestic and sexual violence in Northern Grafton County. Support groups for victims and survivors are provided all year long. Violence prevention programs reach out to students in grades 4-12 and to civic and community groups, as well as to other health and human service professionals in the area.

Supports groups for victims and survivors are provided all year long. Open 24 hours a day, services include: Crisis intervention, emergency shelter, court, hospital and police advocacy and accompaniment, support groups, violence prevention programs reach out to students in grades 4-12 and community outreach trainings and professional presentations to civic and community groups, as well as to other health and human service professionals in the area.

### **Homeless**

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients. The Organization also provides some housing rehabilitation services to help preserve older housing stock.

### **Energy and Development, and Community Contact**

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

Eight Community Contact sites allow for local participant access. Applications for energy assistance program, rental security deposit assistance and other emergency services are taken at these community contact offices. These offices also provide information to the Organization's clients about their other programs and programs available through other organizations in the community.

### **Elder**

The Organization's Elder program provides senior meals in 12 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. Adult Day Services including respite for those caring for an adult who requires assistance with activities of daily living, support groups, caregiver education, and in-home assessments. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

### **Method of accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

### **Basis of presentation**

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The Organization had no permanently restricted net assets at June 30, 2014. The Organization had temporarily restricted net assets of \$663,213 at June 30, 2014 after the prior period adjustment as described in **Note 14**.

### **Restricted and unrestricted support**

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

**Unrestricted net assets** include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

**Temporarily restricted net assets** include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

**Permanently restricted net assets** include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2014.

#### **Fair Value Measurements**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is classified into three levels based on the reliability of inputs as follows:

***Level 1:*** Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

***Level 2:*** Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

***Level 3:*** Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the note payable which bears monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio is 1.10; or 3.00% when the Organization's debt service coverage ratio is 1.20. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge.

For the year ended June 30, 2014, the fair value of the interest rate swap was \$49,713 and the unrealized gain was \$32,937. The fair value of the swap is included on the balance sheet as a long term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

#### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based upon reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding.

The Organization does not charge interest on outstanding accounts receivable.

### **Property and Depreciation**

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation. Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and Improvements	20 to 40 years
Vehicles	5 to 8 years
Furniture and Equipment	5 to 15 years

### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$224,571 as of June 30, 2014.

### **Nonprofit tax status**

The Organization is a *not-for-profit* Section 501(c) (3) organization of the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2009.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), subject to examination by the IRS, generally for three years after it is filed.



### **Retirement plan**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, payments had ceased, therefore as of June 30, 2014, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

### **Donated services and goods**

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

### **Donated property and equipment**

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

### **Use of estimates**

The presentation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

### **Functional allocation of expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

*Program salaries and related expenses* are allocated to the various program and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

*Workers Compensation expenses* are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

*Paid Leave* is charged to a leave pool and is allocated to each program as a percentage of total salaries.

**Fringe Benefits** are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

**Depreciation expense** is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the supplemental statements of functional expenses. Depreciation applicable to assets which are used by multiple programs, primarily buildings, is charged to the benefiting program based upon an analysis of square footage. The same calculation is used to allocate other building costs including insurance. These costs are reported as space costs on the supplemental statements of functional expenses.

**Insurance:** automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

**The remaining shared expenses** are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2013 received provisional approval and is effective until amended. The rate is 12.3%.

**Advertising policy**

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the year ended June 30, 2014 was \$11,778.

**NOTE 2. CASH AND CASH EQUIVALENTS**

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2014, the balances on interest and non-interest bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2014, there was approximately \$487,000 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

**Cash Restrictions**

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved.

The balance as of June 30, 2014 was \$6,219. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits of \$437. This amount is included in restricted cash on the Statement of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is \$186,516 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2014 was \$187,107, and the Organization was in compliance with this requirement. This amount is included in restricted cash on the Statement of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this withdrawal at June 30, 2014 was \$403,598. These amounts are included in other liabilities on the Statement of Financial Position. The total restricted cash within this account at June 30, 2014 was \$398,354, and is included in the restricted cash balance on the Statement of Financial Position.

During fiscal year 2013, the Court Appointed Special Trustee requested and received \$225,000 from private donors. These funds were restricted to use by the Special Trustee under his individual authority. As of June 30, 2014, the remaining balance of these funds is \$112,985. This amount is included in restricted cash on the Statement of Financial Position.

**NOTE 3. INVENTORY**

In 2014, inventory included weatherization materials which have been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method.

**NOTE 4. PROPERTY**

Property consists of the following at June 30, 2014:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$7,972,540	\$ 2,448,604	\$ 5,523,936
Equipment	2,214,981	1,570,372	3,785,353
Land	595,467	-	595,467
	<u>\$10,782,988</u>	<u>\$ 4,018,976</u>	<u>\$ 6,764,012</u>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the year ended June 30, 2014 was \$378,065.

The Organization also had building refinancing costs of \$17,730. Amortization expense for the year ended June 30, 2014 was \$1,478.

**NOTE 5. ACCRUED EARNED TIME**

Employees of the Organization are eligible to accrue vacation for a maximum of 240 hours. At June 30, 2014, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$277,779.

**NOTE 6. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2014 consisted of the following:

Note payable requiring 360 monthly installments of \$484 including interest at 5% per annum. Secured by general business assets. Final installment due March 2024. \$ 44,319

Note payable requiring 360 monthly installments of \$1,746 including interest at 4.5% per annum. Secured by general business assets. Final installment due June 2024. 144,785

Note payable requiring 360 monthly installments of \$1,664 including interest at 5% per annum. Secured by general business assets. Final installment due January 2027. 185,470

Note payable requiring 360 monthly installments of \$292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030. 38,753

Note payable requiring 360 monthly installments of \$74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029. 9,507

Note payable requiring 120 monthly installments of \$475 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015. 8,340

Note payable requiring 120 monthly installments of \$3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021. 459,945

Note payable to a related party, interest accrues 6% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended. 26,170

Note payable to a non-profit organization (related party), interest accrues 6% per annum, no monthly installments, full principal plus interest due during the Organization's fiscal year end 2013, informally extended. 149,866

Bond payable requiring monthly installments of \$15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage on various properties and assignment of rents at various properties. Final installment due August 2040. 3,016,868

Note payable requiring 240 monthly installments of \$4,518 including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final installment due December 2032. 485,182  
 4,569,205  
 Less current portion due within one year (315,312)

Total long term debt \$ 4,253,893

The scheduled maturities of long term debt as of June 30, 2014 were as follows:

<u>Years ending</u> <u>June 30</u>	<u>Amount</u>
2015	\$ 315,312
2016	142,626
2017	146,154
2018	545,938
2019	134,263
Thereafter	<u>3,284,912</u>
	<u>\$ 4,569,205</u>

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance.

Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2014 was \$6,219.

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank related to the bond payable listed above. Additionally, the Organization is required to maintain a debt coverage ratio of 1:1.10 as stipulated in the loan agreement.

**NOTE 7. DEMAND NOTE PAYABLE**

The Organization has available a \$45,000 unsecured line of credit with Northway Bank, at June 30, 2014. Borrowings under the line bear interest at 6.50% per annum, and totaled \$33,611 at June 30, 2014, respectively. The line of credit is unsecured.

The Organization has available a \$750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.25% per annum, and totaled \$400,000 at June 30, 2014. The line is subject to renewal each January.

The Organization has available a \$25,000 line of credit with Bank of New Hampshire which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled \$16,601 at June 30, 2014.

The Organization was issued a revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2014, the outstanding debt totaled \$50,839, which included accrued interest of \$839.

**NOTE 8. LEASES**

**Capital Leases**

The Organization leased equipment from Leaf Financial Corporation under the terms of a capital lease. The economic substance of the lease was that the Organization was financing the acquisition of the assets through the lease, and accordingly, it was recorded in the Organization's assets and liabilities. In 2014, the remaining balance was paid off and the balance was subsequently reduced to zero.

**Operating Leases**

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the year ended June 30, 2014, the annual rent expense for leased facilities was \$188,455.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2014, are as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2015	\$ 171,566
2016	93,116
2017	81,757
2018	83,531
2019	70,936
Thereafter	<u>282,000</u>
	<u>\$ 782,906</u>

Rent expense for the year ended June 30, 2014 totaled \$714,004.

**NOTE 9. IN-KIND CONTRIBUTIONS**

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions. The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

**NOTE 10. CONCENTRATION OF RISK**

The Organization receives a large majority of its support from federal and state governments. For the year ended June 30, 2014 approximately \$14,018,226 (73%) of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have an effect on the Organization's programs and activities.

**NOTE 11. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following specific program services as of June 30, 2014:

NH Charitable Foundation Grant, Mt. Jasper	\$ 32,653
Donations to Special Trustees	50,000
Champagne Family Rescue	616
Berlin Area Renewable Energy Initiative	19,838
Transitions in Caregiving Plus	3,235
10 Bricks Shelter Funds	107,221
Fuel Assistance Emergency Fund	8,689
Donations to Mahoosuc Trail	1,842
Carroll County Transit Program	7,954
Community Contact	3,543
Donations to Maple Fund	1,825
Private Funding for Fuel Assistance Program	149,178
Pellet Stove Program	25,000
Private Funding for Head Start	26,028
Loan Programs	153
Private Funding for Alcohol and Other Drug Program	50,000
Funding for Tyler Blain House	12,595
North Country Transit Other	22,041
Restricted Buildings	<u>140,802</u>
Total temporarily restricted net assets	<u>\$ 663,213</u>

**NOTE 12. COMMITMENTS AND CONTINGENCIES****Grant Compliance**

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

**Environmental Contingencies**

On March 30, 2009 the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company. The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.



In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

**Other Liabilities**

During fiscal year 2012, the Organization withdrew \$375,000 from an account entrusted to the Organization as part of the Guardianship Program (see **Note 2**). This unauthorized withdrawal was reported to the New Hampshire Assistant Attorney General of the Charitable Trust Division and an agreement was reached to replenish the account. The Organization returned \$191,000 during the fiscal year ended June 30, 2013 and \$184,000 during the fiscal year ended June 30, 2014 to the Guardianship Services Program account.

In addition to the requirement to return the funds, the Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds. This amount was still outstanding at June 30, 2014 as no official notice or request for payment had been received by the Organization.

**NOTE 13. RELATED PARTY TRANSACTIONS**

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total note payables to related parties for the year ended June 30, 2014 was \$176,036.

**NOTE 14. PRIOR PERIOD ADJUSTMENTS**

The beginning net assets for 2014 have been restated to correctly classify unrestricted and temporarily restricted net assets. The prior auditors had modified their audit opinion for the year ended June 30, 2013 with regards to these balances stating that the Organization had previously not classified these net asset balances appropriately. They also stated that the effects on the financial statements were not reasonably determinable. During the year ended June 30, 2014, the Organization reviewed their entire unrestricted and temporarily restricted net asset balances and corrected this issue. The effect of the restatement was to increase unrestricted net assets and decrease temporarily restricted net assets for 2013 by \$402,386.

There was also another adjustment, totaling a net amount of \$76,316, related to refundable advances not recorded at June 30, 2013.

**NOTE 15. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 19, 2015, the date the financial statements were available to be issued.

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2014**

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
<b>U.S. Department of Health and Human Services</b>			
<i>Direct</i>			
Head Start	01CH1041/47	93.600	\$ 1,174,745
Head Start	01CH1041/48	93.600	854,328
<i>Passed through New Hampshire Office of Energy and Planning</i>			
Low-Income Home Energy Assistance (Admin.)	1025875	93.568	66,709
Low-Income Home Energy Assistance (Assurance 16)	1025875	93.568	31,324
Low-Income Home Energy Assistance (Admin.)	1033340	93.568	384,079
Low-Income Home Energy Assistance (Program)	1033340	93.568	5,322,937
Low-Income Home Energy Assistance (Assurance 16)	1033340	93.568	103,369
Low-Income Home Energy Assistance (HRRP)	1025855	93.568	17,353
Low-Income Home Energy Assistance (HRRP)	1033553	93.568	72,444
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	14AANHT3SP	93.044	10,780
<i>Passed through New Hampshire Health and Human Services</i>			
Community Services Block Grant	1025069	93.569	112,288
Community Services Block Grant	102500731	93.569	486,633
Temporary Assistance for Needy Families (NHEP Workplace Success)		93.558	332,099
Temporary Assistance for Needy Families (JARC)		93.558	24,300
Preventative Health and Health Services Block Grant (Oral Health Program)	90072003	93.991	10,617
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health)	102-500731	93.043	210
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Adult Medical)	1016495	93.044	2,449
Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals)	1016499	93.045	157,945
National Family Caregiver Support, Title III, Part E	1008784	93.052	8,591
National Family Caregiver Support, Title III, Part E	14AANHT3FC	93.052	10,738
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	1016495	93.044	50,593
Medical Assistance Program (Assessment & Counseling #1)	1008784	93.778	20,903
Medical Assistance Program (Options Counseling and I&R #7)		93.778	33,902
Medical Assistance Program (Transportation)		93.778	48,032
Nutrition Services Incentive Program (NSIP)		93.053	71,604
Social Services Block Grant (Title XX I&R)	G-1301NHSOSR	93.667	5,199
Social Services Block Grant (Title XX I&R)	1008784	93.667	2,063
Social Services Block Grant (Title XX Adult Daycare)	1016503	93.667	2,134
Social Services Block Grant (Title XX HD Meals APS)	1016496	93.667	2,857
Social Services Block Grant (Title XX HD Meals)	1016495	93.667	59,754
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals)	1016501	93.045	66,556
Affordable Care Act - Aging and Disability Resource Center (ADRC Optional)	90RO0028	93.517	14,544
Centers for Medicare and Medicaid Services (SHIP)	1008784	93.779	7,325
Centers for Medicare and Medicaid Services (SHIP)	1NOCMS020220	93.779	4,197
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	1008784	93.048	3,084
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	90MP0176	93.048	7,354
Administration for Community Living - Medicare Enrollment Assistance Program (MIPPA)		93.071	2,818
Centers for Medicare and Medicaid Services (Marketplace Assister Services)		93.525	24,957
<i>Passed Through New Hampshire Coalition against Domestic and Sexual Violence</i>			
Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (SPIRDV)		93.671	26,638
Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (DVS)		93.671	22,884
<i>Passed through New Hampshire Division of Public Health Services</i>			
Block Grants for Prevention and Treatment of Substance Abuse		93.958	260,450
<i>Passed through New Hampshire Division of Child Support Services</i>			
Projects for Assistance in Transition from Homelessness (PATH)		93.150	79,829
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:			10,021,622
<b>U.S. Department of Energy</b>			
<i>Passed through Governor's Office of Energy and Community Services</i>			
Weatherization Assistance for Low-Income Persons	1033409	81.042	209,433
<i>Passed through NH Community Development Finance Authority</i>			
Energy Efficiency and Conservation Block Grant Program (Better Buildings)		81.128	72,291
TOTAL U.S. DEPARTMENT OF ENERGY:			281,724
<b>U.S. Corporation for National and Community Service</b>			
<i>Direct</i>			
Retired and Senior Volunteer Program	13SRANH001	94.002	72,754
TOTAL U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE:			72,754

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
<b><u>U.S. Department of Agriculture</u></b>			
<i>Direct</i>			
Supplemental Nutrition Assistance Program (food stamps)		10.551	6,520
Rural Housing Preservation Grants		10.433	4,392
<i>Passed Through New Hampshire Department of Education</i>			
Child and Adult Care Food Program		10.558	<u>105,782</u>
TOTAL U.S. DEPARTMENT OF AGRICULTURE:			<u>116,694</u>
<b><u>U.S. Department of Homeland Security</u></b>			
<i>Direct</i>			
Emergency Management Performance Grants (FEMA)	128735	97.042	<u>21,839</u>
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY:			<u>21,839</u>
<b><u>U.S. Department of Justice</u></b>			
<i>Passed through New Hampshire Coalition Against Domestic and Sexual Violence</i>			
Crime Victim Assistance (VOCA)		16.575	66,702
Sexual Assault Services Formula Program (SASP)	2012-KF-AX-0021	16.017	<u>7,878</u>
TOTAL U.S. DEPARTMENT OF JUSTICE:			<u>74,580</u>
<b><u>U.S. Department of Transportation</u></b>			
<i>Passed through New Hampshire Department of Transportation</i>			
Formula Grants for Rural Areas (Section 5311)	NH-18-X044	20.509	293,798
Job Access and Reverse Commute Program (FTA- Section 5316)		20.516	37,386
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)	NH-65-X002	20.513	47,225
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, MWVEC)		20.513	<u>29,258</u>
TOTAL U.S. DEPARTMENT OF TRANSPORTATION:			<u>407,656</u>
<b><u>U.S. Department of Housing and Urban Development</u></b>			
<i>Passed through New Hampshire Office of Family Services</i>			
Emergency Solutions Grant Program		14.231	32,512
Supportive Housing Program (HOIP)		14.235	130,188
<i>Passed through New Hampshire Health and Human Services then Southwestern Community Services</i>			
Emergency Solutions Grant Program (Rapid Re-Housing and Prevention)		14.231	<u>40,126</u>
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:			<u>202,826</u>
<b><u>U.S. Department of Labor</u></b>			
<i>Passed through New Hampshire Department of Labor</i>			
WIA Adult Program	2009-005	17.258	64,919
WIA Dislocated Worker Formula Grants	2009-005	17.278	<u>77,328</u>
TOTAL U.S. DEPARTMENT OF LABOR:			<u>142,247</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 11,342,002</u>

**NOTE A - BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2014. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is



TRI-COUNTY COMMUNITY ACTION PROGRAM, INC

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 19, 2015.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies: FS-2014-001, FS-2014-002, and FS-2014-003.

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leon McDonnell: Roberts  
Professional Association*

North Conway, New Hampshire  
January 19, 2015

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.  
INDEPENDENT AUDITORS' REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2014. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

***Opinion on Each Major Federal Program***

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

## Report on Internal Control Over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Leon, McDonnell & Roberts  
Professional Association*

North Conway, New Hampshire  
January 19, 2015



**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
**FOR THE YEAR ENDED JUNE 30, 2014**

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. Three significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards* and are included in the Findings – Financial Statement Audit below.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.
7. The programs tested as major programs included:
  - Low Income Home Energy Assistance – CFDA #93.568
  - Aging Cluster:
    - Special Programs for the Aging – Title III, Part B – CFDA #93.044
    - Special Programs for the Aging – Title III, Part C – CFDA #93.045
    - Nutrition Services Incentive Program – CFDA #93.053
  - Community Services Bock Grant – CFDA #93.569
  - Head Start – CFDA #93.600
  - Temporary Assistance for Needy Families – CFDA #93.558
8. The threshold for distinguishing Type A and B programs was \$340,260.
9. Tri-County Community Action Program, Inc. was determined not to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

FS-2014-001

**Condition:** The Organization records their monthly receivables based on the invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end.

**Criteria:** A system needs to be developed to ensure that all financial information, including the receivable balances and estimates for allowance for doubtful accounts, is captured and reported in the financial statements.

**Cause:** Procedures have not been fully designed and implemented over the accounts receivable in order to safeguard the assets.

**Effect:** Although we did not encounter receivables that were not properly recorded, there is the risk that the miscellaneous receivables balance would be misstated.

**Recommendation:** The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

**Management Response:** Management agrees with this finding. Due to the structure of the Organization, billing needs to be initiated by the program departments after reviewing their monthly results from their records and the Organization's accounting system. The Finance Department reviews the revenue and expense reports to review for flags (such as budget variances) that indicate possible unbilled items due to an unexpected revenue and expense imbalance. Monthly inquiries are made of Department Directors to ask about potential unbilled items. Written procedures will be created for Directors and/or their designees to follow to help prevent missed billings, receivable adjustments, and/or the accrual of as yet unbilled but earned receivables.

#### FS-2014-002

**Condition:** The Organization failed to comply with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted.

**Criteria:** The Organization needs to have a process in place to identify restrictions on grants and donations, as well as monies received from Federal funds.

**Cause:** The predecessor auditor provided guidance to management on how to record the net assets.

**Effect:** The Organization required assistance and guidance on how to calculate the amount of Federal funds included in temporarily restricted net assets, resulting in a prior period adjustment.

**Recommendation:** The Organization needs to develop a policy to properly record the donations and grants to the appropriate net asset classification.

**Management Response:** Management agrees with this finding. The predecessor auditor and former fiscal management had discussions related to the treatment of the net asset section. The Organization decided to seek and utilize the guidance of the predecessor auditor. Before this finding current management was reviewing and questioning the prior recommended net asset classifications. After review of documentation and consulting with the current auditors, the current management concurs that net assets need to be classified differently and that specific written instructions are required to insure proper classification in the future. Subsequent to June 30, 2014, management analyzed the net asset balances and posted adjustments to properly classify net assets by restriction at June 30 2014.

#### FS-2014-003

**Condition:** The Organization failed to design and implement procedures to control and monitor the use of a certain bank account and the proper recording of another account.

**Criteria:** Controls over the bank accounts must be designed and implemented to prevent, or detect and correct, errors including misappropriations.

**Cause:** A lack of internal control procedures over the Organization's bank accounts, noted above, and the reconciliation of those accounts.

**Effect:** One bank account was not properly recorded in the Organization's general ledger, resulting in an adjustment to the trial balance. Another bank account was reported on a cash basis, rather than an accrual basis, and had to be adjusted accordingly.

**Recommendation:** Management should further improve controls over the bank accounts in order to ensure that they are being reported properly.

**Management Response:** Management agrees with this finding. Although immaterial to the financial statements in this instance, Management agrees that all bank accounts need to be recorded and reconciled properly due to the responsibility related to the custody of these cash assets. The Organization has corrected the issue related to both referenced accounts above and is performing further research to ensure no other such accounts have been omitted.

#### **FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**

None .

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
**SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS**  
**FOR THE YEAR ENDED JUNE 30, 2013**

*Financial Statement Audit*

FS-2013-01

**Condition:** Although some improvements have been made since the prior year audit, the financial reporting system continues to be inadequate in its ability to identify, capture, and record information. Procedures to prevent, or detect and correct material misstatements in the financial statements are not effective. Customary accounting procedures were not fully implemented and those procedures which did exist were not consistently done in a timely manner.

Audit fieldwork was scheduled to begin on September 30, 2013, three months after the fiscal year end. Although we held a pre-audit conference on June 13, 2013 and provided the Chief Financial Officer with specific requests for information, we did not receive an adjusted trial balance until September 26, 2013 which, when received, was labeled as "Draft".

When we arrived to perform audit procedures, the client was in still in the process of reconciling revenues and total expenditures to a worksheet used to prepare the draft Schedule of Expenditures of Federal Awards (SEFA). This process was required, because as noted in the prior year audit deficiencies letter, there were many inaccuracies in the posting of revenue throughout the year. Many adjustments were required before the financial reporting system accurately reported the total revenues by program. Therefore a final SEFA could not be prepared until January 2014. This also made it difficult for program managers to manage their programs since the revenue as reported to them during the year was incorrectly allocated by source.

The financial reporting system was closed on a monthly basis without ensuring all accounts payable invoices relating to the period were posted. Entries for internal expenses such as depreciation and occupancy costs were missing from several month end reports. These errors not only caused an issue for program managers during the fiscal year because financial information used to support reimbursement requests frequently changed when these adjustments were finally calculated and posted, but also caused determining final expenditures by program extremely difficult.

Additionally, although reconciliations of most balance sheet accounts had been prepared at year end, there had been little to no effort made to reconcile the annual amounts for payroll, depreciation, or occupancy costs to the trial balance. Our audit procedures found issues with the depreciation and occupancy costs as reported on the trial balance which were later corrected through adjusting entries.

It was also noted that on the Aging Cluster quarterly program service reports, that the amounts reported as expenditures of the program were incorrect because the departments are not receiving timely financial reports with correct financial information.

**Recommendation:** The Organization should continue its efforts to further enhance and refine the financial reporting system so that information can be obtained in a timely manner.

**Prior Year Management Response:** Management agrees with this finding.

The Organization did have difficulty with completing the preparation for the audit and closing out the year. The prior year audit was not finished until March 31st, and it appears that the new Chief Financial Officer and Senior Accountant, who started in May 2013 and June 2013 respectively, spent their time acclimating themselves as best they could.

The Organization was struggling to keep its doors open and much activity and effort was being placed on survival activities like cash management. Management expects that closing out the fiscal year and audit preparation will be much quicker in FY14 as the Organization's financial stability has improved significantly and less staff time and energy is diverted to survival efforts.

Management agrees with the finding that not all accounts payable expenses were being properly recorded by the end of the posting period. Because the Organization was so strapped for cash, it would close the monthly quickly, usually around the 5<sup>th</sup> of the month, so that it could send out billings. Some accounts payable invoicing was not being recorded in the monthly posting period, usually due to a lag in receiving invoices from vendors. The Organization would capture these payables in the next month.

Management sees this as a problematic process that frankly will probably continue until there is an adequate cash reserve. The Organization is currently working on improving cash reserves by selling off surplus real estate. The Lancaster property has already sold, an offer has been made on the Ashland property (contingent upon a vote at Town Meeting), and a proposal is being negotiated for the Northern Forest Heritage Park property. The School Street property in Berlin is actively on the market. As each property closes, a portion of the proceeds will move into a cash reserve account, so the Organization will be able to remedy this problem over time.

Starting late in fiscal 2013, and continuing to the present time, on the advice of a consultant, the Organization changed its methodology of posting depreciation, posting to the departments where the item is used, rather than to the whole agency. The posting is now done monthly, rather than annually, as previously done.

**Current Status:** We have found significant improvement over the Organization's ability to identify and record information, as well as the procedures to prevent, or detect and correct material misstatements. We have identified one item (FS-2014-002) that we would consider to be a significant deficiency that needs adjustment in order to produce financial statements.

#### FS-2013-02

**Condition:** Procedures for the recording of receivables are poorly designed and inadequate to ensure reporting in accordance with generally accepted accounting principles

In fiscal year 2013, the Organization began utilizing the accounts receivable module of the financial reporting system. This system was used for a portion of the year and was not used for all types of receivables. Programs with significant client activity such as the Dental Center, Restorative Justice, Alcohol and Other Drugs and Transportation track their receivables using a variety of systems which range from patient billing systems to excel worksheets. Because the fiscal department does not track receivables for these program areas, the finance department has no way to ensure that all receivables have been recorded, an allowance has been established for doubtful accounts, or that collection efforts are made to ensure payment is received.

**Recommendation:** The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

**Prior Year Management Response:** Management agrees with this finding.

In April, 2013 the Organization initiated the use of the "accounts receivable" module for contract receivables. Later that year, the Organization also began the process of recording receivables for non-contract billings, such as for Alcohol & Other Drugs and Dental receivables. This is a new process for the Organization, but staff seems to be taking it very seriously. Staff in the finance department now have a method to remind program directors when non-contract receivable information is due. This has been a work in progress, but management believes the information is much more accurate now.

Receivables for the Alcohol & Other Drugs and Dental programs require more intensive attention. The Chief Financial Officer is working with the leadership of those two programs, both to collect what is collectable from old accounts, and to put procedures in place to better assure payments in the future. It is likely that there will always be some accounts from both of these programs that will remain uncollectable, due to the population the Organization serves: low-income, transient, jail-bound in some cases. But we need to follow best practices to ensure as much as possible is collected at the point of service, and to stay in touch with clients after they have left.

**Current Status:** The Organization records their monthly receivables based on invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end. If there was a delay in payment to the Organization, there is the risk that the miscellaneous receivables would be misstated. During our testing in the current year, we noted the Organization had properly captured the appropriate receivables balance (FS-2014-001).

#### FS-2013-03

**Condition:** Although the Organization states in its accounting policies that it complies with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted, it appears that finance department personnel did not fully understand the requirements related to each classification.

This was evidenced by the Chief Financial Officer closing all temporarily restricted net asset accounts from fiscal year 2012 into one summary account, thereby losing the detail of which grant had remaining temporarily restricted funds to be expended:

It was further evidenced by the entries related to the sale of vehicles by the transportation program, the proceeds of which have to be used to reacquire new vehicles. This amount was recorded as sales revenue and not identified as temporarily restricted proceeds until questioned by the auditor.

Furthermore, the Organization lacks a process to identify the amount of temporarily restricted net assets at year end because they are unable to correctly adjust the financial reporting system to report the total expenditures by program, do not have a mechanism in place to calculate the restricted revenues in excess of expenditures once correctly adjusted, and do not appear to be working toward developing a methodology to correct this deficiency.

**Recommendation:** The Organization should develop a policy regarding the acceptance of donations and other grants. This should be completed in conjunction with consideration of a risk management policy. The Organization should create a standard form which should include an identification of any restrictions imposed by the donors on the award since many private donors fail to stipulate this in their own documentation. The finance department employees, as well as other program staff, should be educated on the proper classification of net assets. The accounting system or other mechanism should be utilized to track revenues which are unexpended at the fiscal year end. If the donation is restricted as to the allowable time frame for expenditure, then the donation should be returned to the donor. If there is no time restriction then they should record these assets as temporarily restricted in the financial statements. These funds should be made available in the subsequent year for continuation of the donated purpose.

**Prior Year Management Response:** Management agrees with this finding.

There is a policy regarding the acceptance of donations and other grants, but it appears to be outdated, and does not include a standard form which would document the donor's restrictions as to the use of funds. Management will work with the finance department to ensure that the policy is updated and such a form is created. Moreover, the finance department will be directed to create a simple, less cumbersome system to track expended and unexpended grant and donation revenues, and record them accurately in the financial statements.

**Current Status:** We noted that there were some items within temporarily restricted net assets that related to programs and should be transferred to unrestricted, resulting in a prior period adjustment (FS-2014-002).

FS-2013-04

**Condition:** Procedures to allocate shared occupancy costs to the benefiting programs were inadequate and failed to allocate the costs accurately. Furthermore, reconciliation procedures that would have identified the errors were not performed.

**Recommendation:** Procedures to identify, allocate and reconcile occupancy costs to the benefiting programs should be refined to ensure that all costs are captured, properly allocated and posted to the financial reporting system.

**Prior Year Management Response:** Management agrees with this finding.

FY 2013 was the first year that the Organization moved to capture occupancy costs and assign them to benefiting programs, rather than to the agency as a whole. Naturally, with so many properties, and so many programs, there have been some errors in implementing this process. But it does seem to capture true programs costs much better than the previous method. Management's position is that the agency needs to get this right, so there is a process for cost allocation that can be used in future years.

Management plans to review occupancy costs regularly, to ensure that they are captured. Finance department now reconciles occupancy costs quarterly for accuracy, and this practice will continue.

**Current Status:** During our testing, we noted that the costs were allocated properly and that reconciliation procedures were performed.

FS-2013-05

**Condition:** The listing of property and equipment as originally received from the Organization did not include \$661,615 of assets which were included in the total assets per the trial balance. Further inquiry revealed that the Chief Financial Officer had removed the assets from the listing because they were fully depreciated and planned to post a journal entry to remove the asset balance and related depreciation from the accounts. However, no procedures were performed to identify if the assets were still in existence and still being used by the Organization.

**Recommendation:** Design and implement a policy for property and equipment which includes the requirement to periodically take a physical inventory of assets currently in use and to update the fixed asset as needed for additions and disposals.

**Prior Year Management Response:** Management agrees with this finding.

In the new Accounting Policy and Procedure Manual, there is a process for property and equipment that allows the Organization to dispose of or write off fully depreciated assets.

During FY 2014, the Chief Operating Officer assigned an employee to list all property and equipment in existence, and there is a draft that needs to be reviewed, so there is a listing of all the Organization's assets in one place. This list will be reviewed at least annually in the future.

**Current Status:** The assets mentioned were added back to the schedule and the full listing was reviewed by management. Those assets that were no longer in existence, or in service, were removed from the listing and the accounts were reconciled to the trial balance.

FS-2013-06

**Condition:** The Organization failed to design and implement procedures to control and monitor the use of the organizations bank accounts.

A test of the controls over the bank reconciliation process identified missing reconciliations for July 2013 for nine bank accounts used for the senior meal site locations, senior wheels program and the Head Start policy council. These bank accounts are reconciled at the individual site/program locations and a copy of the reconciliation is to be sent to the fiscal department for review. The July reconciliations had not been received by the fiscal department as of September 30, 2013, the first date of audit fieldwork. Although the reconciliation had been identified as missing by the Accounting Manager, the Chief Financial Officer had not requested or obtained the missing items. The balances in the account were immaterial however; failure to monitor and enforce controls may create opportunities for fraud or errors to go undetected.

Confirmations of account balances with banking institutions revealed two accounts with the Woodsville Guaranty Savings Bank which were not listed in the financial reporting system and appeared to have been overlooked. The accounts balances were immaterial however, the accounts should be closed if no longer being used. Bank accounts which are not monitored and reconciled may create opportunities for fraudulent activity.

Examination of the operating bank account reconciliation revealed an unusual adjustment related to the line of credit. The operating account is tied to a line of credit which is automatically drawn upon when checks presented for payment exceed the available bank balance. At fiscal year end, the organization had \$96,818 in outstanding checks against a bank balance of \$5,832. The checks had not been presented for payment and therefore the line of credit had not been accessed to cover the overdraft, however, the Organization recorded a reconciliation adjustment to increase cash by the amount of available credit on the line of credit. As a result, the bank balance and the line of credit balance were overstated by the available credit line of \$122,648.

**Recommendation:** Because of the liquid nature of cash, preventative controls should be the first area of focus because controls often identify the error too late to prevent the loss of resources. Management should further refine controls over the bank accounts to strengthen the internal control system.

**Prior Year Management Response:** Management agrees with this finding.

The need for better controls of cash and bank accounts is a priority for the Organization's management. In FY 2014, the Organization closed several smaller, problematic accounts, where getting programs managers to reconcile was a challenge.

The finance department will now reconcile all bank accounts monthly, before the month is closed. The Organization management commits to ensuring that unusual practice, such as writing checks that exceed the available cash, will not take place.



**Current Status:** There were bank reconciliations prepared monthly for all bank accounts and amounts agreed to the trial balance; however, we did note that the Head Start Policy Council bank account was not properly recorded on the trial balance of the Organization and the Guardianship account was being reported on a cash basis, rather than accrual basis, creating two adjusting entries (FS-2014-003).

FS-2013-07

**Condition:** Although the client is preparing a worksheet to reconcile the payroll reports from the payroll module of the accounting system to the quarterly 941 reports, the reconciliation process did not include a reconciliation to the totals per the general ledger accounts. Reconciling to the general ledger is an important control which helps to identify miss-postings which may otherwise go unnoticed due to the large dollar amount and transaction volume processed through the payroll general ledger accounts. This control is especially important at the Organization because the accounting system includes an additional step of posting to a summary account and then allocating the costs to the individual program general ledger accounts. Assuming that the amount posted to the summary account equals the amount posted to the individual program general ledger accounts without verification could create an opportunity for errors or fraud to be undetected.

**Recommendation:** Management should implement procedures to include a quarterly reconciliation of the payroll information to the general ledger accounts.

**Prior Year Management Response:** Management agrees with this finding.

The Organization now has a process for reconciliation of payroll at every payroll period. This reconciliation is conducted by the Organization's senior accountant, and his work is overseen by the Chief Financial Officer. Payroll is now being reconciled down to the individual program general account level through the year-to-date time sheet charges, by the activity report in our accounting system.

**Current Status:** During our testing, we noted that the payroll accounts were properly reconciled to the 941 returns with no exceptions.

FS-2013-08

**Condition:** A general journal entry was posted to record the liability for credit card transactions which were included on a statement which spanned the fiscal year end. The entry correctly recorded the liability, however the expenses were posted to a summary account which was included in miscellaneous expenses rather than posting each expense to the appropriate expense account. As a result, although the liability is correctly recorded, the expense is not reported by natural classification or by function. Additionally, the expense will not be included in expenses which were eligible for grant reimbursement.

**Recommendation:** Procedures should be implemented to ensure that all expenses are posted to the correct general ledger account including those posted through general journal entries.

**Prior Year Management Response:** Management agrees with this finding.

During FY 2014, the Organization created a new credit card policy designed to provide better internal controls, and direct expenses to the programs where they belong. Beginning in FY 2014, the Finance department is recording all outstanding payables down to the grant award level. This should ensure more accurate accounting of expenses, and also allow the Organization to capture all allowable federal and state reimbursements.

**Current Status:** During our testing, we noted that the credit card transactions were appropriately recorded to the proper expense accounts and by function.

FS-2013-09

**Condition:** Procedures over the control of the weatherization/better buildings materials inventory are inadequate.

The Organization purchases inventory in bulk for use by all of the weatherization programs. The materials used by the Better Buildings program are recorded on a worksheet and an entry should be posted at year end to transfer the expense related to the program from a general expense account to a Better Buildings program specific account. The Organization failed to post this entry which caused the Better Building program costs to be understated by approximately \$39,300.

Additionally, the finance department makes one entry at the end of the fiscal year to adjust the balance in the inventory account to agree to the value calculated from a physical count. However, no procedure exists to track and record the value of the items removed from inventory to ensure that all inventory has been accounted for and used for the weatherization programs.

**Recommendation:** The Organization should develop a system which would allow the tracking of items removed from inventory so that the expense can be properly recorded. In this manner, the ending inventory should require minimal adjustment at year end, costs can be properly allocated by program, and any errors or misappropriations can be detected.

**Prior Year Management Response:** Management agrees with this finding.

Prior to FY 2014 there does not seem to have been an adequate system for internal control of the Weatherization materials inventory. Since that time, there has been a change in leadership in the program, and new procedures for tracking inventory.

Currently, as items are removed from inventory and used to weatherize homes, the Weatherization Director tracks each job's actual use of materials, as well as labor and other expenses. The process of tracking expenses and revenues is overseen by the EHCCO Division Director and reported regularly to the Finance department. The CFO reviews these inventory uses, revenues and expenses, and makes value adjustments in the balance sheet quarterly. The Organization now conducts a physical count of materials each quarter, and captures these in journal entries. Finance department has also created a written policy and procedure regarding procurement and inventory management.

**Current Status:** During our testing we found that updated controls were in place over the inventory and that the inventory was being reconciled. The Organization has improved their internal controls over the last fiscal year and is still in the process of making updates to improve their procedures. We noted during our testing of internal controls that there were missing signatures of approval and signs-offs on routing sheets; however, these appear to be isolated incidents.

FS-2013-10

**Condition:** Management failed to design and implement a procedure to ensure that the drawdown of federal funds was only for immediate needs and that reimbursement was requested only after the costs had been incurred.

Advanced funding of \$533,667 for program costs for the fuel assistance program funded through federal CFDA 93.568 was received on 10/31/12. Expenditures for the grant period had not been incurred however the funds were spent on organizational operating expenses.

**Recommendation:** The Organization should continue in its efforts to design and implement procedures to ensure that funds advanced by an awarding agency are expended as closely as possible to receipt of the advance.

**Prior Year Management Response:** Management agrees with this finding.

This particular finding is vital for the Organization's future program integrity. The Organization MUST comply with cash management requirements regarding the drawdown of an awarding agency's funds. Management believes that the spirit of the Auditor's recommendation has been followed in FY 2014. For example, the Organization began a procedure of drawdowns with Head Start and RSVP that guaranteed that funds were not requested until payroll and accounts payable were completed and only represented costs to date. Other major federal accounts such as CSBG were drawn only on a 1/12<sup>th</sup> basis, and FAP monies were segregated into a separate restricted account which prohibited movement of funds without dual signatories from Senior Management.

However, Management commits to taking the additional step of creating a policy and procedure that contains language specifically referencing how monies advanced by an awarding agency are to be treated.

**Current Status:** Corrected.

#### *Single Audit*

#### SA-2013-01

**Condition:** Our audit of the controls over the Better Buildings Program revealed that the Organization failed to comply with Davis-Bacon Act wage requirements.

The current year issue was identified and reported by NH Community Development Finance Authority during a monitoring visit in July 2013 and related to the June 2013 payroll. Additionally, we identified issues with the May 2013. Both of these errors were after the fiscal 2012 deficiency letter was issued which identified a similar finding related to the Weatherization Program.

Additionally per the Better Buildings grant document, certified payrolls were to be sent to the NH Office of Energy and Planning within 7 days of payroll processing. The Organization did not comply with this requirement.

**Recommendation:** The Organization should design and implement a system to comply with Davis Bacon Wage requirements.

**Prior Year Management Response:** Management commits to complying with Davis-Bacon Act wage requirements.

As of FY 2014, the Better Buildings program no longer exists. In future, when the Organization takes on projects that are subject to Davis-Bacon, Management will ensure that all requirements under the Act will be met. The Organization will seek the guidance of an employment attorney to ensure its practices are designed to be fully compliant.

**Current Status:** Corrected.

#### SA 2013-02

**Condition:** The listing of property and equipment did not include any information regarding the source of funds used to acquire or improve each asset. Some of the assets were purchased with federal funds in accordance with grant requirements. However, depreciation related to those assets would not be an allowable expenditure for grant reimbursement. The Organization did not have a procedure in place to identify assets purchased with federal funds and to ensure that the depreciation related to the assets was charged to the correct program for proper financial reporting, but not included in expenses submitted for reimbursement for grant compliance.

**Recommendation:** Procedures should be implemented which would include the identification of assets purchased with federal funds and a mechanism for tracking and posting the related depreciation expense.

**Prior Year Management Response:** Management agrees with this finding.

In FY 2014, the Finance department created a "Federal, un-reimbursable" code in its accounting software, to keep track of non-allowable depreciation expenses.

Starting with a reminder to Program Directors in March, 2014, Management will take the additional step of making sure Program Directors and Finance staff are all well-versed in the requirement to identify assets purchased with federal funds.

**Current Status:** Corrected.

SA 2013-03

**Condition:** Procedures have not been designed or implemented to allocate expenses to grants with periods which differ from the Organization's fiscal year.

The Head Start grant year includes the period of February 1 to January 31 of each year. Because the Organization did not post depreciation on a monthly basis until March of 2013, no depreciation was posted to the grant year which ended on January 31, 2013. However, 12 months of depreciation was posted to the grant year ending January 31, 2014 although only 5 months of depreciation was attributable to this time frame.

Similarly, in-kind occupancy costs were not allocated to the correct grant year. No in-kind occupancy costs were charged to the grant year which ended on January 31, 2013. Instead all in-kind occupancy costs were charged to the grant year ended January 31, 2014.

**Recommendation:** Posting expenses on a monthly basis will help to alleviate issues related to differing grant periods. However, careful review of financial information by an individual independent of the preparation will help to identify errors with calculations and application of allocation methods.

**Prior Year Management Response:** Management agrees with this finding.

It appears that when the Organization began posting expenses on a monthly basis, this was a step in the right direction. But it also appears that initially, a careful review of the information reported was not done.

Management appreciates the Auditor's suggestion that the Organization should not only post expenses on a monthly basis, but also provide a careful review by someone not involved in the preparation, as a check against errors. The current process is that the Senior Accountant prepares the journal entries for grant accounts monthly, and these entries are reviewed and approved by the Chief Financial Officer monthly.

**Current Status:** Corrected.

SA 2013-04

**Condition:** Controls over the accumulation of allowable costs and related reimbursement requests for the Better Buildings program were inadequate.

Testing of reimbursement requests for 3 out of 10 requests submitted during the fiscal year identified 2 out of the 3 requests selected could not be reconciled to the financial reporting system. In both cases, the administrative costs did not agree to the financial reports. Additionally, in one case the program costs did not agree to the financial reports. Of the 3 requests tested, 2 requests were not approved by the appropriate personnel.

Because the grant remained open after the current fiscal year end, the Organization had an opportunity to research and correct the issue prior to the grant close out.

**Recommendation:** Procedures must be designed and implemented which provide for the accumulation of information which will allow for an accurate reimbursement request, supported by verifiable data to be prepared.

**Prior Year Management Response:** Management agrees with this finding.

The new Weatherization Director has begun a reconciling process using accounting software to put together reimbursements. He also obtains signatures of senior staff, who review his work prior to transmission of billing. This practice was begun October 2013 and continues today.

**Current Status:** Corrected.

SA\_2013-05

**Condition:** In testing expenditures for the Head Start program, we noted numerous reimbursement requests which lacked the employee's signature and the approval of the supervisor.

**Recommendation:** We recommend that procedures be implemented which would require proper approval of all invoices, including expense reimbursements prior to payment.

**Prior Year Management Response:** Management agrees with this finding.

In FY 14 a process was created where any employee requesting reimbursement is required to prepare and sign the employee reimbursement form. A supervisor is required to review and approve the reimbursement, and the Payroll Accountant is required to review the reimbursement and make sure it was free of error, charged to the correct expense and element codes, accompanied by adequate backup documents and appropriately approved. The Payroll Accountant then requests the Chief Financial Officer signature on the document before release of payment.

**Current Status:** Corrected.

SA 2013-06

**Condition:** In testing reporting required for the Aging cluster, we noted that the reports for the quarter ended June 2013 were filed late for both the transportation program as well as the senior meals program. Additionally we noted that the number of trips reported on the March quarterly report for transportation reported 64 fewer trips than were actually reimbursed. Further inquiry with the Program Director revealed that the trips were properly reimbursed but were mistakenly left off the quarterly report.

It was also noted that on the Aging cluster quarterly program service reports, the amounts reported as expenditures of the program were incorrect.

**Recommendation:** We recommend that procedures be implemented which would require a reconciliation of supporting data to the quarterly reports. We also recommend that a schedule be developed to ensure timely filing of reports.

**Prior Year Management Response:** Management agrees with this finding.

In FY14 a process will be developed to ensure the timely filing of accurate reports.

**Current Status:** Corrected.



30 Exchange Street, Berlin, N.H 03570  
p: 603 752-7001 f: 603 752-7607  
www.tccap.org  
CEO: Michael Coughlin  
CFO/COO: Robert G. Boschen, Jr.

**BOARD OF DIRECTORS  
FY2016**

**COÖS COUNTY**

Board Chair  
Sandy Alonzo

Treasurer  
Cathy Conway

Secretary  
Gary Coulombe

Andrew Lefebvre

**CARROLL COUNTY**

Anne Barber

Michael Dewar

Vice Chair  
Dino Scala

Karolina Brzozowska

**GRAFTON COUNTY**

Linda Massimilla

Tricia Garrison

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Weatherization  
(603) 752-7105

Administration  
(603) 752-7001

AOD  
(603) 752-7941



Community Contact  
(603) 752-3248

R.S.V.P.  
(603) 752-4103

Energy Programs  
(603) 752-7100

# MICHAEL W. COUGHLIN, M.S.

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## Chief Executive - Nonprofit Sector

Complex, Multi-Site Operations ❖ Revenue & Margin Growth  
Strategic Partnerships  
Community & Public Engagement

### *Motivating and results driven; recognized for:*

- |   |                                      |
|---|--------------------------------------|
| ✓ Strategic planning and financial management | ✓ Entrepreneurial spirit             |
| ✓ Mentoring & developing inspired leaders     | ✓ Assuring highest quality standards |
| ✓ Innovation, marketing and branding          | ✓ Passionate advocacy for mission    |

## EDUCATION

**Master of Science, Social Work** - Columbia University, New York, New York

**Bachelor of Arts** - Quinnipiac University, Hamden, Connecticut

## PROFESSIONAL EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH	Oct, 2013-Current
• <b>CEO</b>	
REHABILITATIVE RESOURCES, INC., Sturbridge, M	2012-2013
• <b>Interim CEO</b>	
ARIZONA'S CHILDREN ASSOCIATION	2012 to 2012
• <b>CEO</b>	
GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND	2007 to 2011
• <b>CEO</b>	
GENESIS BEHAVIORAL HEALTH, Laconia, New Hampshire	2002 to 2007
• <b>Executive Director</b>	
WARREN SHEPELL CONSULTANTS, Toronto, Ontario and CHC-Working Well (These companies merged)	1988 to 2002
• <b>Vice President, Operations</b>	
ORANGE COUNTY MENTAL HEALTH, Randolph, VT	1979-1986
• <b>Various Positions</b>	

## Robert Boschen, Jr., CMA, MBA

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### WORK EXPERIENCE

#### Tri-County Community Action Program Falmouth, Maine

Berlin, New Hampshire

##### Chief Financial Officer

June 2014 – Present

- Chief Financial Officer responsible for financial operations and facilities management for a \$20 million agency. Manage staff of 6.5 FTEs directly including the Facilities Manager position, which has additional staff.

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#### Town of Falmouth

Falmouth, Maine

##### Director of Finance

August 2011 – May 2014

- Responsible for financial operations and reporting related to the \$11 million budget for the Town – population 11,165. Responsible for the accounts payable for the combined Town/School budget of \$42 million and investments of \$30 million.

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#### City of Waterville

Waterville, Maine

##### Director of Finance/Treasurer

October 2006 – August 2011

- Responsible for financial operations and reporting related to the \$16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Finance area included, but is not limited to tax and fee collections, payroll, budgeting, accounting and financial analysis/forecasting, lien procedures and investments. Responsible for the accounts payable and payroll for the combined City/School budget of \$36 million.

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#### State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine Nov 2003 - Oct 2006

##### Director of Finance for the Office of Medical Services (Medicaid)

Aug 2005 – Oct 2006

##### Director of Finance & Reimbursement for Bureau of Medical Services (Medicaid)

Nov 2003 – Jul 2005

- Responsible for financial operations, strategies and tactics for the over \$2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.

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#### M&H Logging and Construction

Rangeley, Maine

##### Controller

September 2001 – November 2003

- Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise. Company grew from 30 to 70 employees.

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#### Franklin Community Health Network

Farmington, Maine

##### Controller

October 1997 – September 2001

- Reported directly to CFO for this rural health network that had about \$63 million in revenues.

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#### Aetna, Inc. and Aetna Life and Casualty

September 1991- July 1997

##### Aetna, Inc. - Aetna/US Healthcare - Midwest Region

Chicago, Illinois

##### Director Planning and Budgeting

September 1996 - July 1997

- Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). \$52 million in operating expenses. \$1.4 billion revenue. \$375 million projected profit.

##### Aetna Life & Casualty Company - Pharmacy - Finance Department

Middletown, Connecticut

##### Director/CFO - Finance

February 1994 - September 1996

- Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties.
- \$825 million in revenue in 1996. Exceeded \$1.1 billion by 1997. Profits of \$4 million in 1993 expanded to \$32 million for 1996. □ Created 1996 to 1998 strategic plans.

##### Aetna Life & Casualty Company - Information Technology

Hartford, Connecticut

##### Expense Management Consultant & Account Representative

September 1991 - February 1994

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#### United Technologies - Otis Elevator International/Hamilton Standard

Connecticut

##### Senior Tax Specialist, Consolidations Accountant & G/L Systems Admin.

February 1988 - September 1991

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#### Kaiser Permanente, Accountant - Medical Group

Hartford, Connecticut, Dec 1986 - Feb. 1988

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#### KMG Main Hurdman, Tax Specialist

Stamford, Connecticut, March 1986 - Dec 1986

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### PROFESSIONAL ORGANIZATIONS & EDUCATION

- Member of Institute of Management Accountants
- Passed the Certified Public Accountant Examination.
- The University of Connecticut, Storrs, Connecticut
- Master of Business Administration
- The University of Connecticut, Storrs, Connecticut
- Bachelor of Science in Business Administration - Finance



**ELAINE C. DAVIS**

**EDUCATION:** Master of Science, Graduate Program in Community Mental Health, SNHU,  
Major - Co-occurring psychiatric and addictive disorders - 2005.  
Master of Science in Human Services, Major in Community Psychology,  
Springfield College, 1994.  
B.S., Human Services, Springfield College, 1991.

**LICENSES:** NH Licensed Clinical Mental Health Counselor – 2007-Present  
NH Masters Licensed Alcohol Counselor and Drug Counselor – 1994-Present

**AREAS OF EFFECTIVENESS: Program Development**

Developed, coordinated, and facilitated a Pre/natal substance abuse screening and early intervention program.

Revised, updated, and integrated hospital-wide discharge planning policy.

Implemented and facilitated Student Assistance Program for N.H.-SAU#7.

Initiated alternative forms of the therapeutic processes (i.e. meditative and guided imagery, relaxation techniques) for an inpatient residential substance abuse treatment facility.

Chaired, organized, and implemented a 2-year Strategic Plan for local human service agency with over 150 employees.

**Management and Administration**

Managed hospital social service department, to include all department head duties and supervision of hospital chaplain and utilization review RN, plus all direct service of hospital-related social work duties.

Implemented and coordinated all aspects of clinical treatment for North Country Shelter, North American Family Institute.

Managed Outpatient Clinical Substance Abuse Office for 13 months prior to administrative support hiring.

Management of private practice from 1994 - present, with numerous HMO/PPO contractual agreements, including DCYF-NH.

**WORK HISTORY:** Clinical Director – Friendship House, Bethlehem, NH – 6/18/12 - present  
Private Practice in Psychotherapy - Gorham, NH - 7/2007 to present.  
Clinical Coordinator, North American Family Institute - North Country Shelter, Jefferson, NH 3/2006 - 4/2007.  
Supervision for Licensed Clinician Candidates since 2007.

Northern New Hampshire Mental Health and Disability Services, therapist and case manager, Berlin, NH - 2/2003 - 2/2006.

Addictions Counselor, Trainer, Lifestyle Consultant, Private Practice,

Berlin/Gorham, NH 1/94 - 2/2003.

Director of Social Services, Androscoggin Valley Hospital, Berlin, NH 11/97 to 02/99

Founders Hall Outpatient, Substance Abuse Counselor, 2/91 to 1/94.

Northern N.H. Council on Alcoholism, Derby's Lodge, residential substance abuse counselor/program counselor/weekend manager (now Friendship House, Bethlehem, N.H.), 11/86 to 6/88 and 7/89 to 2/91.

Adjunct Faculty, Granite State College 2006 - Present.

Adjunct Faculty, Springfield College - 1995.

**PROFESSIONAL ACTIVITIES:** Member Coos County Coalition  
Past member NH Coalition on Substance Abuse, Mental Health, & Aging.  
Board Member of N.H. Alcohol and Drug Abuse Counselors Association.  
Past Member, Androscoggin Valley Domestic Violence Council, Berlin, N.H.  
Trainer for numerous community agencies, task forces, etc.  
Member Berlin/Gorham Adolescent Drug Court Treatment Team  
Member NH Attorney General/Office of Victim Witness Assistance Mental Health Provider Network

**REFERENCES:** [REDACTED]

# Kristy M. Letendre

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## Objective

To maintain a career in Human Services / Substance Abuse Administration while attaining skills to perform all tasks at maximum potential.

## Education

### PRESENT | WHITE MOUNTAINS COMMUNITY COLLEGE

- Major: Business Administration

### ONGOING EDUCATION | NHADACA

- Ethics, Confidentiality, Trauma and Addiction, Seeking Safety

### COSEMTOLOGY CERTIFICATE | MAY 2001 | LABARON BEAUTY ACADEMY

- Major: Cosmetology

### HIGH SCHOOL DIPLOMA | JUNE 1996 | NEW BEDFORD HIGH SCHOOL

- Major: College Preparation

## Skills & Abilities

### PROFESSIONAL SKILLS

- Prime For Life Certified Instructor
- AED / CPR Certified

### LEADERSHIP

- 2010 / Alumni Leadership North Country / White Mountains Community College
- WIPFLI 11<sup>th</sup> & 12<sup>th</sup> Annual Conference for Grant Funded Programs

## Experience

- **Director | Tri-County CAP / Division of Alcohol & Drug Services | Present**
- **Associate Director | Tri-County CAP / Division of Alcohol & Drug Services | 12/08-04/14**
- **Administrative Assistant | Tri-County CAP / Division of Alcohol & Drug Services | 09/08-12/08**
- **Program Specialist | Tri-County CAP / Division of Alcohol & Drug Services | 05/04-09/08**

REFERENCES: AVAILABLE UPON REQUEST



# **TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.**

**Serving Coos, Carroll & Grafton Counties**

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607

Website: [www.tccap.org](http://www.tccap.org) • E-mail: [admin@tccap.org](mailto:admin@tccap.org)

Chief Executive Officer: Michael Coughlin

## **List of Key Administrative Personnel**

<b>Title</b>	<b>Name</b>	<b>As of: November 2015 Annual Salary</b>	<b>This Contract</b>	
			<b>Percentage</b>	<b>Amount</b>
Chief Executive Officer	Michael Coughlin	\$140,000	0.00%	0
Chief Financial Officer	Robert Boschen	\$100,000	0.00%	0
Division Director, Alcohol & Other Drugs	Kristy Letendre	\$49,920	85%	42,432
Clinical Director	Elaine Davis	\$55,000	85%	46,750

Weatherization  
(603) 752-7105

Administration  
(603) 752-7001

AoD  
(603) 752-7941



Community  
Contact  
(603) 752-3248

R.S.V.P.  
(603) 752-4103

Energy Programs  
(603) 752-7100



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #102) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on December 23, 2014 (Item #16), and (Amendment #4 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$2,463,504.50
3. Add Exhibit A-1, Scope of Services
4. Delete in its entirety, Exhibit B Amendment #4, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #5, Method and Conditions Precedent to Payment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7/22/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Tri-County Community Action Program, Inc.

7-20-15  
Date

Michael Coughlin  
NAME Michael Coughlin  
TITLE Chief Executive Officer

Acknowledgement:

State of New Hampshire, County of Coos on 7-20-15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Suzanne C. French  
Name and Title of Notary or Justice of the Peace  
Suzanne C. French, Notary

SUZANNE C. FRENCH  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/3/15  
Date

[Signature]  
Name: Megan A. Upple  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;





Exhibit A-1

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.



## Method and Conditions Precedent to Payment

### I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

#### A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$408,764.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

#### B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed \$20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

### II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor



may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
X	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1	\$30 per hour per	Up to \$3,300.00



Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
	Planning and Phase 2 Implementation: Staff Time	staff person	

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post



discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.



**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation,



can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

**IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services**

- A. Payment for said services shall be made as follows:
- i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
  - ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.  
The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
- C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.
- D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

## CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 9-23-2014:  
(Date)

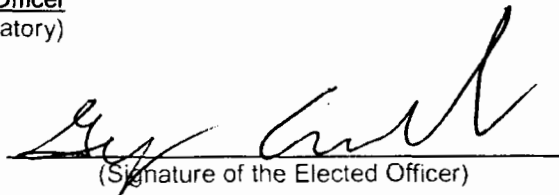
**RESOLVED:** That the Chief Executive Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 20th day of July, 2015.  
(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 20th day of July, 2015,

By Gary Coulombe.

(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18

SUZANNE C. FRENCH  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018





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State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #102) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) and (Amendment #3 to the Contract) approved on December 23, 2014 (Item #16) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$2,443,504.50
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #3, Scope of Services and replace with Exhibit A Amendment #4, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

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8. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
9. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
10. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
11. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
12. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/27/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Tri-County Community Action Program, Inc.

5-11-15  
Date

Michael Coughlin  
NAME Michael Coughlin  
TITLE Chief Executive Officer

Acknowledgement:

State of NH, County of COOS on 5-11-15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Suzanne C. French  
Name and Title of Notary or Justice of the Peace

SUZANNE C. FRENCH  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/3/15  
Date

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #4

Scope of Services

**A. Population Served**

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

**B. Required Treatment Services**

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

<b>Service Table</b>	
<b>Required Services</b>	<b>Treatment Services</b>
X	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b> Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b> Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #4

Service Table	
Required Services	Treatment Services
X	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</b> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</b> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</p>
	<p><b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</b> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #4

Service Table	
Required Services	Treatment Services
X	<p><b>Recovery Support Services:</b>                      Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.                      Types of Recovery Support Services are listed below:</p>
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><b>Recovery Support Services</b> as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Medication Assisted Treatment with Buprenorphine – Phase I</b>                      The Contractor will develop a work plan, for DHHS approval, for integrating medication assisted treatment with buprenorphine into the treatment services denoted by an "X" described above. The Contract may seek technical assistance in developing this plan through the New Hampshire Center for Excellence. The Contractor will bill for staff time only, as described in Exhibit B, during Phase 1. The Contractor's work plan will include at a minimum the following:</p> <ul style="list-style-type: none"> <li>• The steps to be taken to begin offering medication assisted treatment with buprenorphine, including the responsible individuals and expected timing.</li> <li>• The provider(s) you will work with for prescription and medical oversight of buprenorphine, including a Memorandum of Understanding with each provider regarding billing and payment practices and how the parties will interact to ensure that integrated care is provided.</li> </ul>

C. Required Provisions for Services

Priority Admission:

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

**Access to Services:**

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the





**Exhibit A Amendment #4**

day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed



Exhibit A Amendment #4

- by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
- a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
- a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

**Waiting List Management:**

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

**Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:**

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

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related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

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Publications (TAPs). These publications can be downloaded from  
<http://www.kap.samhsa.gov/products/manuals/index.htm>

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

**Publications Funded Under Contract:**

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

**Student Internships:**

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

**Staff Licensing Requirements:**

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

**Staff Certification Requirements:**

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

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toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

**Supervision:**

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

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Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #4**

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able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #4

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***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$408,764.50 as follows:

- 35% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 43% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

*The remainder of this page is left intentionally blank.*



<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
<b>Contractor's Services</b>	<b>Substance Use Disorder Treatment and Recovery Services</b>	<b>DHHS Established Rate</b>	<b>Service Limit</b>
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
X	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	\$30 per hour per staff person	Up to \$3,300.00

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.



\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

### III. Performance Incentives:

#### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.





- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.



**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D Amendment #1



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:  
Tri-County Community Action Program, Inc.

5-11-15  
Date

Michael Coughlin  
Name: Michael Coughlin  
Title: Chief Executive Officer



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:  
Tri-County Community Action Program, Inc.

5-11-15  
Date

Michael Coughlin  
Name: Michael Coughlin  
Title: Chief Executive Officer



Exhibit F Amendment #1

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:  
Tri-County Community Action Program, Inc.

5.11.15  
Date

Michael Coughlin  
Name: Michael Coughlin  
Title: Chief Executive Officer



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:  
Tri-County Community Action Program, Inc.

5-11-15  
Date

Michael Coughlin  
Name: Michael Coughlin  
Title: Chief Executive Officer





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**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



- I. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials WMC

Date 5-11-15



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/27/15  
Date

Tri-County Community Action Program, Inc.  
Name of the Contractor

Michael Coughlin  
Signature of Authorized Representative

Michael Coughlin  
Name of Authorized Representative

Chief Executive Officer  
Title of Authorized Representative

May 11, 2015  
Date

# CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 9-23-14:  
(Date)

**RESOLVED:** That the Chief Executive Officer  
(Title of Contract Signatory)

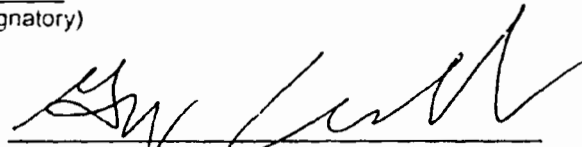
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 11th day of May, 2015.  
(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 11th day of May, 2015.

By Gary Coulombe.  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18

SUZANNE C. FRENCH  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018

# **TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.**

**Serving Coos, Carroll & Grafton Counties**

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607

Website: [www.tccap.org](http://www.tccap.org) • E-mail: [admin@tccap.org](mailto:admin@tccap.org)

Chief Executive Officer: Michael Coughlin

## List of Key Administrative Personnel

Title	Name	As of: November, 2014	This Contract	
		Annual Salary	Percentage	Amount
Chief Executive Officer	Michael Coughlin	\$140,000	0.00%	0
Chief Financial Officer	Robert Boschen	\$100,000	0.00%	0
Division Director, Alcohol & Other Drugs	Kristy Letendre	\$44,100	85%	37,485
Clinical Director	Elaine Davis	\$50,000	85%	42,500

Weatherization  
(603) 752-7105

Administration  
(603) 752-7001

AoD  
(603) 752-7941



Community  
Contact  
(603) 752-3248

R.S.V.P.  
(603) 752-4103

Energy Programs  
(603) 752-7100





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State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated this 12th day of November, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (Item # 102), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), and further amended by an agreement (Amendment #2 to the Contract) approved on June 18, 2014, (Item #99), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties;

WHEREAS, the State and the Contractor have agreed to add new services to the Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.8 to read \$2,034,740
- 2) Delete Exhibit A Amendment #2 and replace with Exhibit A Amendment #3
- 3) Delete Exhibit B Amendment #2 and replace with Exhibit B Amendment #3
- 4) Delete Exhibit C and replace with Exhibit C Amendment #1
- 5) Add Exhibit C-1
- 6) Delete Exhibit G and replace with Exhibit G Amendment #1

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

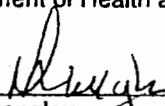


This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

12-4-14  
Date

  
\_\_\_\_\_  
Diane Langley  
Director

Tri-County Community Action Program, Inc.


11-20-14  
Date

  
\_\_\_\_\_  
**NAME** Michael Coughlin  
**TITLE** Chief Executive Officer

**Acknowledgement:**

State of NH, County of Coos on 11-20-2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

  
\_\_\_\_\_  
Suzanne French, Notary  
Name and Title of Notary or Justice of the Peace

SUZANNE C. FRENCH  
Notary Public - New Hampshire  
Commission Expires June 19, 2018



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/16/14  
Date

Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #3

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
X	<i>Outpatient Treatment (ASAM Level 1)</i> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<del><i>Outpatient Treatment (ASAM Level 1) - Pregnant &amp; Parenting Women</i> - Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</del>
X	<del><i>Intensive Outpatient Treatment (ASAM Level 2.1)</i> - A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</del>
X	<del><i>Intensive Outpatient Treatment (ASAM Level 2.1) - Pregnant &amp; Parenting Women</i> - Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</del>
X	<del><i>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</i> - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</del>
X	<del><i>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) - Pregnant Women</i> - Low-Intensity Residential Treatment as identified above provided to</del>

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #3

	<u>pregnant &amp; parenting women.</u>
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</i>
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</i>
	<del><i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</i></del>
X	<b><i>Recovery Support Services:</i></b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<i>Recovery Support Services as identified above provided to pregnant &amp; parenting women.</i>

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

C. *Required Services*

*Priority Admission:*

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

*Required Outreach:*

~~New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment~~ Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of ~~such treatment distributed to the network of community based organizations, health care providers and~~ social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

*Health Facilities Administration Licensing Requirements:*

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

*Capacity Reporting:*

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.



Exhibit A Amendment #3

- b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the ~~BDAS published sliding fee scale~~.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

***Sliding Fee Scale:***

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- ~~Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.~~

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment or
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently ~~motivated to take advantage of the proposed level of service or interim services.~~ If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with ~~their dependent children, either through on-site care or through arrangements with an off-site legal~~ childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other ~~therapeutic interventions for women that may address issues of relationships, sexual abuse,~~ physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- ~~Obtains client/patient authorization to communicate with PCP office.~~
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
  - NRT Patch,
  - NRT Nasal Spray,
  - NRT Lozenge,
  - NRT Inhaler,
  - Varenicline (Chantix),
  - Bupropion (Zyban),
  - Group Counseling and/or
  - Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling.
- For more information, visit the website at:  
<http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**ATR and Recovery Support Services:**

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

**Notification shall include the following:**

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.



Exhibit A Amendment #3

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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**Exhibit B Amendment #3**

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services, and in accordance with Exhibit B Amendment #3.

For the period of July 1, 2014 to June 30, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$810,929 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #3, paragraph B. The following terms and conditions detailed in this Exhibit B Amendment #3 shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table** - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #3

X	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14; at least twenty-five percent (25%) of the funding for the period of July 1, 2014 to June 30, 2015 must be utilized for Outpatient and/or Intensive Outpatient services.

1. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the



**Exhibit B Amendment #3**

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time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. **Abstinence:** The client reports reduced or no substance use in the past 30 days.
- ii. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days.
- iv. **Stability in Housing:** The client reports being in stable housing.
- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A Amendment #3 section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #3

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The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period and at least 25% of the funding for the period of July 1, 2014 to June 30, 2015 must be utilized for Outpatient and/or Intensive Outpatient services. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.



Exhibit B Amendment #3

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**V. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.**

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**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C Amendment #1



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$2,000,000.



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Amendment #3 Exhibit G

Contractor Initials me

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Amendment #3 Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:  
Tri-County Community Action Program, Inc.

11.20.14  
Date

Michael Coughlin  
Name: Michael Coughlin  
Title: Chief Executive Officer

Amendment #3 Exhibit G

Contractor Initials MC

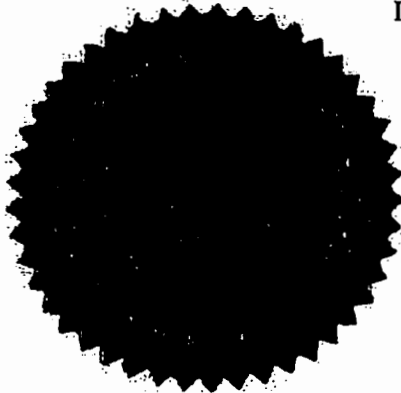
Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations  
and Whistleblower protections



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3<sup>rd</sup> day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on September 23, 2014:  
(Date)

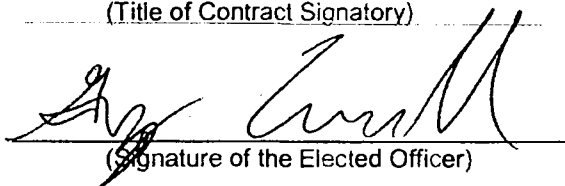
**RESOLVED:** That the Chief Executive Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 20<sup>th</sup> day of November, 2014.  
(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

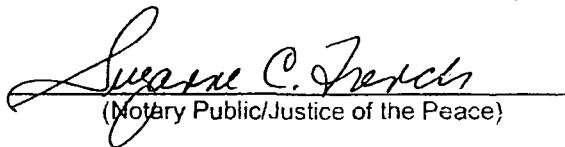
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 20th day of November, 2014,

By Gary Coulombe  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 19, 2018

SUZANNE C. FRENCH  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 102) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-29900000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$1,835,715
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/30/14  
Date

[Signature]  
NAME  
TITLE

Tri-County Community Action Program, Inc.

5-29-14  
Date

[Signature]  
NAME Michael Coughlin  
TITLE Chief Executive Officer

Acknowledgement:

State of NH, County of Coos on 5-29-14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace  
Suzanne C. French, Notary

SUZANNE C. FRENCH  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

*Rosemary Wiant*  
Name: *Rosemary Wiant*  
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

**Service Table** - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
	<b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</b> – Outpatient Treatment as identified above provided to pregnant & parenting women.
	<b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</b> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

	pregnant & parenting women.
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<b>Recovery Support Services</b> as identified above provided to pregnant & parenting women.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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**C. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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- b. **Level of Care:** For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

***Sliding Fee Scale:***

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
  - NRT Patch,
  - NRT Nasal Spray,
  - NRT Lozenge,
  - NRT Inhaler,
  - Varenicline (Chantix),
  - Bupropion (Zyban),
  - Group Counseling and/or
  - Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling.
- For more information, visit the website at:  
<http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irbi/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to refer all clients for care coordination services made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**ATR and Recovery Support Services:**

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

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of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



**Exhibit A Amendment #2**

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Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Exhibit B Amendment #2

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$611,904 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table** - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
	Outpatient – Group	\$5.00/unit	
	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
X	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week

New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #2

X	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
X	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for



**Exhibit B Amendment #2**

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services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.





**Exhibit B Amendment #2**

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The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**V. Charitable Choice:**



Exhibit B Amendment #2

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Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

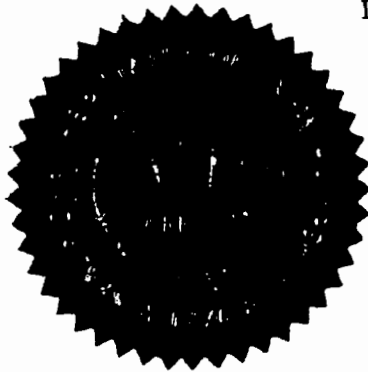
- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3<sup>rd</sup> day of April A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.  
(Agency Name)

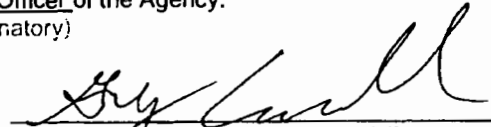
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 2-25-2014:  
(Date)

**RESOLVED:** That the Chief Executive Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 29th day of May, 2014.  
(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer of the Agency.  
(Name of Contract Signatory) (Title of Contract Signatory)


  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 29th day of May, 2014.

By Gary Coulombe.  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 19, 2018

SUZANNE C. FRENCH  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018

**Board Resolution: Resolution of the Corporation**

That the Tri-County Community Action Program, Inc. Chief Executive Officer, Michael Coughlin is hereby authorized on behalf of this Corporation to enter into said contracts with the Federal Government, State of New Hampshire, and any other parties as deemed necessary and to execute any and all documents, agreements and other instruments and amendments, revisions or modifications thereto, as may be deemed necessary, desirable or appropriate for the Corporation; this authorization being in force and effective until September 30, 2014.

This resolution is made with the understanding that any major new undertakings or commitments will be preceded by Board approval.

Approved by the Board of Directors – 2-25-2014



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 1,223,811.00
- 2) Amendment and modification of Exhibit A;
  - a) Delete "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) Change II A from: "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) Change II B Group Recovery Support Services from: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."



**Change to:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

**d) Delete Table SAMHSA National Outcome Measures**

Replace with:

**Table SAMHSA National Outcome Measures**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

New Hampshire Substance Abuse Treatment and Recovery Support Services



DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced- Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
- a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) Delete in Section II; "TOTAL: \$611,907.00"
- 4) Add Exhibit B-1 and B-2



New Hampshire Substance Abuse Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/13  
Date

Nancy L. Rollins  
Associate Commissioner

Tri-County Community Action Program, Inc.

5.14.13  
Date

Peter Higby  
Name: Peter Higby  
Title: Chief Operating Officer

Acknowledgement:

State of NH, County of COOS on 5/14/13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Elaine M. Wheeler  
Name and Title of Notary or Justice of the Peace  
ELAINE M. WHEELER  
Notary Public - New Hampshire  
My Commission Expires February 4, 2014

New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

21 May 2013  
Date

Kenneth P. Hennick  
Name: Kenneth P. Hennick  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Tri-County Community Action Programs, Inc. Friendship House - 28-Day Residential TX

Budget Request for: Substance Abuse Treatment Services

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by BMM Contract Share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$ 358,481	\$ 32,648	\$ 101,211	\$ 10,131	\$ 11,827	\$ 22,458
2. Employee Benefits	\$ 135,370	\$ 13,577	\$ 41,824	\$ 4,183	\$ 8,365	\$ 16,730
3. Consultants	\$ 7,000	\$ 700	\$ 2,100	\$ 210	\$ 420	\$ 840
4. Equipment	\$ 2,025	\$ 202	\$ 608	\$ 61	\$ 121	\$ 242
5. Repair and Maintenance	\$ 8,000	\$ 800	\$ 2,400	\$ 240	\$ 480	\$ 960
6. Purchases/Consumption	\$ 11,000	\$ 1,100	\$ 3,300	\$ 330	\$ 660	\$ 1,320
7. Supplies	\$ 1,500	\$ 150	\$ 450	\$ 45	\$ 90	\$ 180
8. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Medical	\$ 2,500	\$ 250	\$ 750	\$ 75	\$ 150	\$ 300
12. Office	\$ 3,000	\$ 300	\$ 900	\$ 90	\$ 180	\$ 360
13. Travel	\$ 4,150	\$ 415	\$ 1,245	\$ 125	\$ 249	\$ 498
14. Occupancy	\$ 41,000	\$ 4,100	\$ 12,300	\$ 1,230	\$ 2,460	\$ 4,920
15. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16. Telephone	\$ 6,100	\$ 610	\$ 1,830	\$ 183	\$ 366	\$ 732
17. Postage	\$ 250	\$ 25	\$ 75	\$ 8	\$ 16	\$ 32
18. Subscriptions	\$ 410	\$ 41	\$ 123	\$ 13	\$ 26	\$ 52
19. Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Insurance	\$ 28,000	\$ 2,800	\$ 8,400	\$ 840	\$ 1,680	\$ 3,360
21. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. 10. Messaging/Communications	\$ 500	\$ 50	\$ 150	\$ 15	\$ 30	\$ 60
24. 11. Staff Education and Training	\$ 500	\$ 50	\$ 150	\$ 15	\$ 30	\$ 60
25. 12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26. 13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27. Food Purchases	\$ 78,000	\$ 7,800	\$ 23,400	\$ 2,340	\$ 4,680	\$ 9,360
28. Vehicle Fuel	\$ 4,300	\$ 430	\$ 1,290	\$ 129	\$ 258	\$ 516
29. Vehicle Maintenance	\$ 480	\$ 48	\$ 144	\$ 14	\$ 29	\$ 58
<b>TOTAL</b>	<b>\$ 611,072</b>	<b>\$ 61,107</b>	<b>\$ 183,432</b>	<b>\$ 18,343</b>	<b>\$ 36,686</b>	<b>\$ 73,372</b>

Indirect At A Percent of Direct 10.0%

Contractor Initials P. G. H.  
Date 5-14-13

Exhibit B-2

New Hampshire Department of Health and Human Services  
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD  
 Budget/Program Name: Tri-County Community Action Programs, Inc. Friendship House - Transitional Living Program  
 Budget Request for: Substance Abuse Treatment Services  
 (Name of RFP)  
 Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost		Contractor Share / Match		Funded by DSHS contract share		Total
	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1. Gov Salary/Wages	37,280	9,774	20,200	2,027	16,030	7,687	64,299
2. Employee Benefits	34,034	9,761	1,147	715	28,881	2,046	29,515
3. Consultants	2,000	200	420	42	1,580	158	1,738
4. Equipment	-	-	-	-	-	-	-
5. Rental	1,000	100	210	21	790	79	869
6. Repair and Maintenance	-	-	-	-	-	-	-
7. Purchase/Depreciation	2,000	200	420	42	1,580	158	1,738
8. Supplies	2,000	200	420	42	1,580	158	1,738
9. Educational	-	-	-	-	-	-	-
10. Printing	600	60	126	13	474	47	521
11. Machinery	1,000	100	210	21	790	79	869
12. Office	1,500	150	315	32	1,185	118	1,304
13. Travel	1,500	150	315	32	1,185	118	1,304
14. Occupancy	9,600	960	3,018	303	2,118	211	3,342
15. Utilities	1,200	120	266	26	934	93	1,050
16. Postage	90	9	19	2	71	7	78
17. Subscriptions	-	-	-	-	-	-	-
18. Audit and Legal	-	-	-	-	-	-	-
19. Insurance	6,000	600	1,260	126	4,740	474	5,214
20. Software	-	-	-	-	-	-	-
21. Marketing/Communications	500	50	105	11	395	40	435
22. Staff Education and Training	250	25	49	5	182	18	200
23. Subcontract/Agreements	-	-	-	-	-	-	-
24. Other (specify in remarks)	10,000	1,000	2,100	210	7,900	790	8,690
FOOD PURCHASE	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>170,514</b>	<b>37,061</b>	<b>56,208</b>	<b>5,621</b>	<b>134,708</b>	<b>13,270</b>	<b>148,178</b>
Indirect As A Percent of Direct	10.0%		10.0%		10.0%		10.0%

Contractor Initials P.G.H.  
 Date 5-14-13  
 Page 1

CERTIFICATE OF VOTE/AUTHORITY

I, Todd C. Fahey, do hereby certify that:

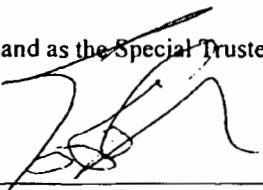
1. I am the Special Trustee appointed by the NH Probate Court to act on behalf of, and with all the powers of, the Tri-County Community Action Program, Inc. (the "Corporation"), Board of Directors (as per Order of the 1<sup>st</sup> Circuit - Probate Division - hereto as Exhibit A);
2. The following are resolutions of the corporation, duly enacted on May 14, 2013:

RESOLVED: That this Corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the Corporation's Chief Operating Officer ("COO") is hereby authorized on behalf of this Corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

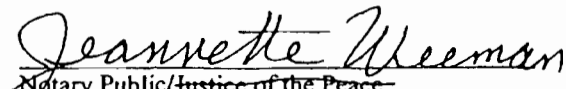
3. Peter Higbee is the Corporation's COO.
4. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 14, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Special Trustee of the corporation this 14<sup>th</sup> day of May, 2013.

  
\_\_\_\_\_  
Todd C. Fahey, Special Trustee

STATE OF NH  
COUNTY OF COÖS

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2013, by Special Trustee Todd C. Fahey.

  
~~Notary Public/Justice of the Peace~~  
My Commission Expires: JEANNETTE M. WEEMAN, Notary Public  
My Commission Expires March 10, 2015

**THE STATE OF NEW HAMPSHIRE  
JUDICIAL BRANCH  
NH CIRCUIT COURT**

1st Circuit - Probate Division - Lancaster  
55 School St., Suite 104  
Lancaster NH 03584

Telephone: (603) 788-2001  
TTY/TDD Relay: (800) 735-2964  
<http://www.courts.state.nh.us>

**NOTICE OF CONFERENCE**

**TODD C FAHEY, ESQ  
ORR & RENO PA  
PO BOX 3550  
CONCORD NH 03302-3550**

Case Name: **IN RE: TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
Case Number: **314-2012-EQ-00288**

A conference is scheduled as follows:

**Date: January 15, 2013      6th Circuit-Probate Division-Concord-Courtroom**  
**Time: 11:00 AM            163 North Main Street**  
**1 Hour                        Concord, NH 03301**

**Matters to be considered:**

**STATUS CONFERENCE - PER ORDER OF 12/14/12**

You have received this notice because you are an interested party to the case, an attorney of record, or have filed an appearance, motion or objection.

If you wish to reschedule or continue this conference, a motion to reschedule or continue must be filed with this court by December 24, 2012 for the judge's review and ruling. (You may use form NHJB-2128-P to file that motion.) Copies must be sent to all parties. This form may be obtained at [www.courts.state.nh.us/probate](http://www.courts.state.nh.us/probate), or from any NH Probate Division.

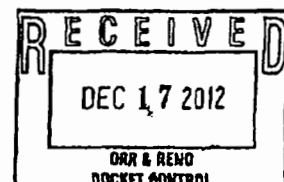
If you will need an interpreter or other accommodations for this conference, please contact the court immediately.

Please be advised (and/or advise clients, witnesses, and others) that it is a class B felony to carry a firearm or other deadly weapon as defined in RSA 625:11, V in a courtroom or area used by a court.

December 14, 2012

Terri L. Peterson  
Clerk of Court

C: Michael Delaney, ESQ; Tri-County Community Action Program Inc.; Wayne T. Moynihan, ESQ;  
Anthony I. Blenkinsop, ESQ



**THE STATE OF NEW HAMPSHIRE  
JUDICIAL BRANCH  
NH CIRCUIT COURT**

1st Circuit - Probate Division - Lancaster  
55 School St., Suite 104  
Lancaster NH 03584

Telephone: (603) 788-2001  
TTY/TDD Relay: (800) 735-2964  
<http://www.courts.state.nh.us>

**NOTICE OF DECISION**

**TODD C FAHEY, ESQ  
ORR & RENO PA  
PO BOX 3550  
CONCORD NH 03302-3550**

Case Name: **IN RE: TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**  
Case Number: **314-2012-EQ-00288**

On December 14, 2012, Judge David D. King issued orders relative to:

Emergency (EX PARTE) Petition for the Appointment of a Special Trustee:

Enclosed please find the Order issued 12/14/2012.

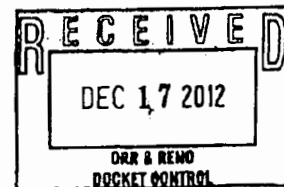
Also Enclosed Notice of Conference - for a Status Conference January 15, 2013 per Court Order of 12/14/12.

Any Motion for Reconsideration must be filed with this court by December 24, 2012. Any appeals to the Supreme Court must be filed by January 13, 2013.

December 14, 2012

Terri L. Peterson  
Clerk of Court

C: Michael Delaney, ESQ; Anthony I. Blenkinsop, ESQ; Tri-County Community Action Program Inc.; Wayne T. Moynihan, ESQ



THE STATE OF NEW HAMPSHIRE  
CIRCUIT COURT

COOS COUNTY

1<sup>ST</sup> CIRCUIT-PROBATE DIVISION

In re: TRI-COUNTY COMMUNITY ACTION PROGRAM INC.

CASE #314-2012-EQ-00288

ORDER

Before the court is an emergency (*ex parte*) request for hearing and petition for the immediate appointment of a special trustee to act in the stead of the board of trustees of Tri-County Community Action Program, Inc., a 501(c) (3) organization (Tri-County). The petition was filed with the court by the Office of Attorney General, Director of Charitable Trusts (the Director) via fax on December 13, 2012 and a copy was provided to Wayne T. Moynihan, Esq., counsel for Tri-County. Because of the nature of the relief requested, as well as the allegations contained in the petition, the request for immediate hearing was GRANTED. A hearing was scheduled and held on Friday morning, December 14, 2012 at the 6<sup>th</sup> Circuit Probate Division. The Director of Charitable Trusts, Anthony I. Blenkinsop, Esq. was present for the hearing with other members of his staff, including Terry M. Knowles, Assistant Director of Charitable Trusts. Attorney Moynihan, who has filed a general appearance on behalf of the Tri-County board of directors, appeared telephonically. Also present for the hearing was Todd C. Fahey, Esq., the proposed special trustee. Prior to the hearing, Attorney Moynihan filed a partial answer and notice of no objection to the appointment of a special trustee.



Having considered the allegations in the petition and the respective presentations made by the parties at the hearing, the court makes the following order:

1. While the petition has only been circulated by email and/or fax at this point, Attorney Moynihan has acknowledged receipt of service on behalf of Tri-County and, without objection, the court finds that service of process has been accomplished. The Director shall file the original petition with the 1<sup>st</sup> Circuit-Probate Division forthwith. Mr. Moynihan shall have thirty (30) days from the date of this order to file any responsive pleading to the petition on behalf of Tri-County.

2. Effective as of the date of this order, Todd C. Fahey, Esq. of Orr & Reno, P.A., Concord, New Hampshire, is appointed as a special trustee of Tri-County with all powers under the by-laws of Tri-County and the laws of the State of New Hampshire to act as the Board of Trustees for Tri-County. Without limiting the generality of the foregoing, the special trustee is granted all necessary power to operate the entity and its programs, conserve and/or expend charitable assets as appropriate and lawful, manage personnel matters including decisions regarding the hiring and/or termination of employment of personnel, recruit a new board of directors subject to approval of this court, review and analyze all records of the entity, determine appropriate levels of insurance coverage, ensure proper licensing, and file all appropriate and necessary reports and forms with Federal and State entities, including, but not limited to the IRS, Secretary of State, and the Charitable Trusts Unit.

3. Until further notice from this court, the power and authority of the current board of directors is suspended, but board members are not discharged of their duties.

4. Tri-County, through its suspended board of directors, executive staff, and employees, shall cooperate fully with the special trustee and shall retain all of its records, of any source or nature, including all electronic records of any kind, and shall make any and all records and financial information of Tri-County available to the special trustee, at his request, throughout the term of the special trustee's appointment. Should the special trustee not receive the cooperation of any such individuals he may file an appropriate motion with this court.

5. Within fourteen (14) days of this order, Tri-County shall provide the special trustee and the Director of Charitable Trusts with an accurate list of the names and addresses of its board members and officers for calendar year 2012, including members or officers who were new to the board, or left the board during this time.

6. The special trustee shall be responsible for determining, as a preliminary matter, whether Tri-County can be a viable non-profit entity moving forward, what is necessary to bring financial stability to the entity, and how best to ensure a continuity of services as are currently provided to its customers/service population.

7. The special trustee may charge a rate of up to \$275 per hour, to be billed on a monthly basis to Tri-County, to the attention of the chief executive officer or individual acting in such a capacity, with a copy to the Director of Charitable Trusts. The special trustee may also incur reasonable and necessary expenses necessary to his work as special trustee, which he may bill to Tri-County. Tri-County shall pay the special trustee's monthly bill within fifteen (15) days of receipt and shall immediately place in reserve \$7,500.00 for the purpose of satisfying any special trustee billing. Any party may request a hearing on the special trustee's bill(s), which the Court will

schedule at its discretion. The special trustee may also be permitted to withdraw upon motion to the Court if Tri-County shall fail to make payment as required herein.

8. The special trustee may retain the services of at least one additional professional individual to assist him with his work as a special trustee. Attorney Fahey has suggested that he might retain John Gilbert as a consultant. Mr. Gilbert's fees shall be discussed in the first instance with the Director and the court shall be notified of the billing rate upon agreement; if an agreement cannot be reached, the issue shall be presented to the court. Billing and payment of this individual to be handled in accordance with the provisions of paragraph 7, above. Should the special trustee determine it necessary to retain additional individuals or entities to assist him in his work, including bankruptcy counsel, he shall file a motion requesting authority to take such action with the court.

9. Commencing January 15, 2013, the special trustee shall file quarterly reports with this court regarding his progress, and the status of resolving Tri-County's financial, governance, and compliance issues. Copies of these reports shall be provided to the Director of Charitable Trusts. The special trustee and the Director of Charitable Trusts may request periodic meetings with each other to discuss the progress of the special trustee and the special trustee may request a hearing before the court at his discretion to address any matters under his jurisdiction.

10. The Court, upon its own motion, or upon motion of the special trustee, or the Director of Charitable Trusts, may terminate the appointment of the special trustee when the issues set forth in the Petition have been satisfactorily addressed.

11. This order concerns the appointment of a special trustee. Nothing in this order shall limit the authority of the Office of the Attorney General to bring any other necessary enforcement action against Tri-County, its board, or its employees or agents, as it deems necessary under its common law and/or statutory authority, in any appropriate judicial forum.

12. A status conference is scheduled for 11:00 a.m. on Tuesday, January 15, 2013 in the 6<sup>th</sup> Circuit Probate Division in Concord. The special trustee, appropriate and authorized representatives of Tri-County, and the Director of Charitable Trusts, shall be required to attend this conference for the purposes of discussing and determining an appropriate course of action, as well as any other issues as may be necessary. A further order of the court may be issued following that hearing.

SO ORDERED.

Dated: December 14, 2012

2:00 p.m.

  
\_\_\_\_\_  
David D. King, Judge



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 24, 2012 APPROVED BY

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

DATE 6/20/12  
 PAGE 13  
 ITEM # 102

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Tri-County Community Action Programs, Inc. (Vendor #177195), 30 Exchange Street, Berlin, NH 03570, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$611,907.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$281,447.00
			Subtotal	\$281,447.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$137,281.00
			Subtotal	\$137,281.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$193,179.00
			Subtotal	\$193,179.00
			<b>Total</b>	<b>\$611,907.00</b>

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, statewide

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Tri County Community Action Programs, Inc., was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$611,907.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
  
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

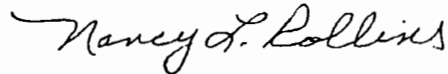
Area served: Statewide.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2012  
Page 4 of 4

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.15% Other (Highway) Funds.

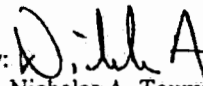
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/df

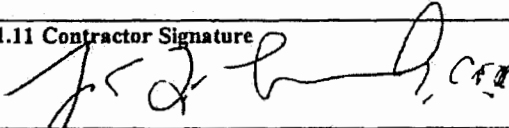
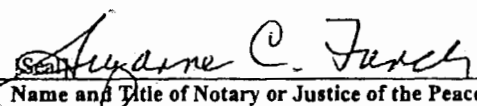
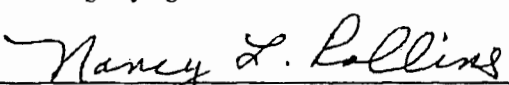
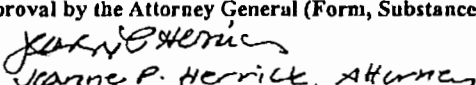




Subject: Substance Abuse Treatment and Recovery Support Services

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:  
**GENERAL PROVISIONS**

**1. IDENTIFICATION**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Tri-County Community Action Programs, Inc.		<b>1.4 Contractor Address</b> 30 Exchange Street, Berlin, NH 03570	
<b>1.5 Contractor Phone Number</b> 603-869-2210	<b>1.6 Account Number</b> 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	<b>1.7 Completion Date</b> June 30, 2013	<b>1.8 Price Limitation</b> \$611,907.00
<b>1.9 Contracting Officer for State Agency</b> Nancy L. Rollins, Associate Commissioner		<b>1.10 State Agency Telephone Number</b> 603-271-4093	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Joseph L. Costello, Chief Executive Officer	
<b>1.13 Acknowledgement:</b> State of New Hampshire, County of <u>COOS</u> 5-22-12 On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> 		<b>SUZANNE C. FRENCH</b> NOTARY PUBLIC State of New Hampshire My Commission Expires August 13, 2013	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Suzanne C. French, Notary			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Nancy L. Rollins, Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  <b>Jeanne P. Herrick, Attorney</b> On: <u>4 June 2012</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

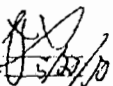
**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

 5/2/10

**NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services  
 Exhibit A**

**I. General Provisions**

**CONTRACT PERIOD:** July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

**CONTRACTOR NAME:** Tri-County Community Action Programs, Inc.

**ADDRESS:** 30 Exchange Street, Berlin, NH 03570

**EXECUTIVE DIRECTOR:** Joseph Costello

**TELEPHONE:** 603-869-2210

**II. Scope of Services**

*A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:*

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	\$ Awarded
Residential – Treatment Adult		Statewide	138	\$463,730.00
Transitional Living Program – Adult		Statewide	18	\$148,177.00
Group – Recovery Support Services *			78	0

\* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

**B. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Contractor Initials:                       
 Date: 5/22/12

***Required Outreach:***

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

***Limitations on Exclusionary Criteria:***

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

***Sliding Fee Scale:***

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***



The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be

assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.


The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials:   
Date: 5/22/10

5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

**Outpatient Treatment** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Intensive Outpatient Treatment** - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Residential Treatment** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

**Transitional Living** - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program

at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training-in-substance use disorders or other health fields.

- f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- g. A full-time Executive Director, not filling any of the positions described above.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Subcontracting/Consultants:***

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner

Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

**SAMHSA National Outcome Measures:**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>• 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of	Under development



	care	
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials:                       
Date: 5/22/10

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street  
Concord, New Hampshire 03301  
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made

to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
Substance Use Disorder Treatment Services

Exhibit B  
Purchase of Services  
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Tri-County Community Action Program

ADDRESS: 30 Exchange Street, Berlin, NH 03570

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Joseph Costello

TELEPHONE: 603-869-2210

Vendor #177195-B009

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734

Job #95848501 Appropriation #05-095-095-958410-1388-102-500734

Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 193,179.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

\$ 137,281.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

\$ 281,447.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$611,907.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for

performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

## 1. Performance Utilization:

### A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

### B. Utilization Methodology by Modality:

- i. **Outpatient:** Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. **Intensive Outpatient:** Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. **Residential Treatment/transitional living/halfway house:** Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000/\$120$ ) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

## 2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization.

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials:             
Date: 5/27/12

Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

**B. Retention:**

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

**3. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**4. Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

**V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VI. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established; \_\_\_\_\_

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

**12.2 Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

**13. Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**14. Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

**15. Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**16. Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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NH Department of Health and Human Services

Standard Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**

**US DEPARTMENT OF EDUCATION – CONTRACTORS**

**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner  
NH Department of Health and Human Services,**

(i) 129 Pleasant Street

(ii) Concord, NH 03301

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*
  - (b) *Establishing an ongoing drug-free awareness program to inform employee's about:*
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) *Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;*

(f) *Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:*

- (1) *Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*
- (2) *Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*

ii.

(g) *Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).*

2) *The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.*

*Place of Performance (street address, city, county, State, zip code) (list each location)*

See page 26a

Check  if there are workplaces on file that are not identified here.

Tri-County Community Action Programs, Inc.

From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013

(1) *Contractor Name*

*Period Covered by this Certification*

(2) *Name and Title of Authorized Contractor Representative*

Joseph L. Costello, Chief Executive Officer


(3) *Contractor Representative Signature*



*Date*  
5/22/12

Friendship House (Central Location)  
2957 Main St. / Grafton County  
Bethlehem, NH 03574

Friendship House Outpatient  
6 Church St. / Grafton County  
Woodsville, NH 03785

Contractor Initials:   
Date: 5/22/13



NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:

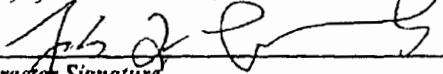
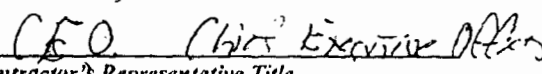
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

B. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at [www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf)), in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*


  
 Contractor Signature | Contractor's Representative Title  
 Tri-County Community Action Programs, Inc. | 5/22/12  
 Contractor Name | Date

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NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. *The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of

excluded parties). Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1)

**PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Signature

Tri-County Community Action Programs, Inc.

Contractor Name

Chief Executive Officer

Contractor's Representative Title

Date

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials

Date: 5/22/13

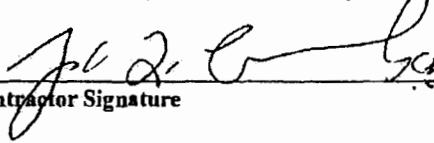
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

  
Contractor Signature \_\_\_\_\_ Chief Executive Officer  
Contractor's Representative Title

Tri-County Community Action Programs, Inc. \_\_\_\_\_  
Contractor Name \_\_\_\_\_ Date 5/22/12

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NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

  
\_\_\_\_\_  
Contractor Signature

Chief Executive Officer  
\_\_\_\_\_  
Contractor's Representative Title

\_\_\_\_\_  
Tri-County Community Action Programs, Inc.

5/22/12  
\_\_\_\_\_  
Date

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NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.



- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

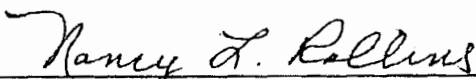
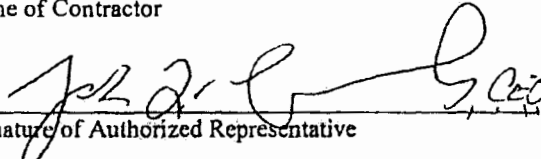
In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Tri-County Community Action Programs, Inc.
_____ The State Agency Name	_____ Name of Contractor
	
_____ Signature of Authorized Representative	_____ Signature of Authorized Representative
Nancy L. Rollins	Joseph L. Costello
_____ Name of Authorized Representative	_____ Name of Authorized Representative
Associate Commissioner	Chief Executive Officer
_____ Title of Authorized Representative	_____ Title of Authorized Representative
5/31/12	5/22/12
_____ Date	_____ Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

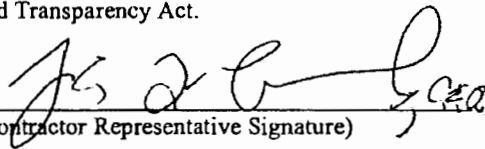
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and*
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:


The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
(Contractor Representative Signature)

Joseph L. Costello, Chief Executive Officer  
(Authorized Contractor Representative Name & Title)

Tri-County Community Action Programs, Inc.  
(Contractor Name)  
Standard Exhibits C - J  
TX Substance Use Disorder

5/22/12  
(Date)

Contractor Initials:   
Date: 5/22/12

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073975708

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

YES

*A. If the answer to #2 above is NO, stop here*

**If the answer to #2 above is YES, please answer the following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

*B. If the answer to #3 above is YES, stop here*

**If the answer to #3 above is NO, please answer the following:**

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

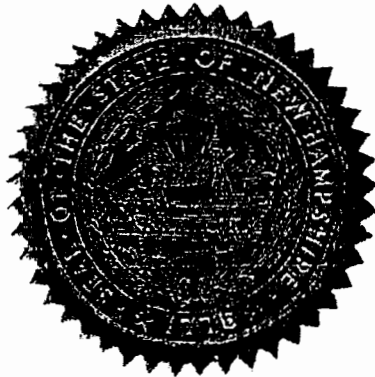
Name: \_\_\_\_\_

Amount: \_\_\_\_\_

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18<sup>th</sup> day of April A.D. 2012

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Rudolph Urban, of Tri-County Community Action Program, Inc., do hereby certify that:

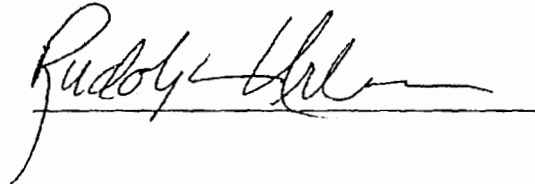
1. I am the duly elected Secretary of Tri-County Community Action Program, Inc.;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on April 26, 2012;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Chief Executive Officer is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Joseph L. Costello is the duly elected Chief Executive Officer of the corporation.

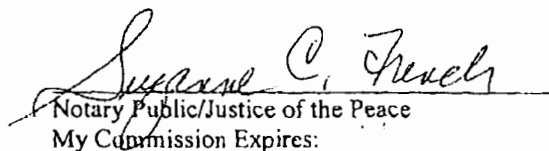
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 22, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 22nd day of May, 2012.



STATE OF NEW HAMPSHIRE  
COUNTY OF COOS

The foregoing instrument was acknowledged before me this 22nd day of May, 2012 by Rudolph Urban.



Notary Public/Justice of the Peace  
My Commission Expires:

SUZANNE C. FRENCH  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
August 13, 2013



State of New Hampshire  
Department of Health and Human Services  
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated November 3, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Youth Council (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #112) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 19, 2013 (Item #134), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), and (Amendment #4 to the Contract) approved on August 26, 2015 (Item #17) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to increase the price limitation and extend the completion date; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date to read: March 31, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$301,298.50.
4. Amend Exhibit B Amendment #4 by striking:

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$37,506.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.





**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

And inserting in its place:

- A. Funding for Exhibit A, Amendment #3  
 For the period of July 1, 2015 through March 31, 2016, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$56,259.50 as follows:
- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
  - 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
  - 32% General funds.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

*Marilee Nihan*

11/12/15  
Date

NAME *Marilee Nihan*  
TITLE *Deputy Commissioner*

The Youth Council

11/6/2015  
Date

*Elizabeth Houde*  
NAME *Elizabeth Houde*  
TITLE *Executive Director*

**Acknowledgement:**

State of New Hampshire, County of Hillsborough on 11/6/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

*Nicole V. Wilcox*  
Name and Title of Notary or Justice of the Peace

NICOLE V. WILCOX  
Notary Public - New Hampshire  
My Commission Expires March 12, 2019



**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/25/15  
Date

A. M. Edwards  
Name: Anne M. Edwards  
Title: Associate Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

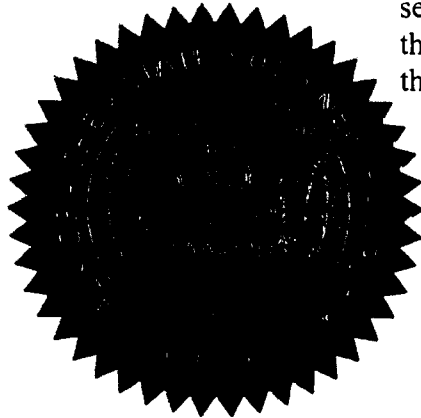
\_\_\_\_\_  
Name:  
Title:

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE YOUTH COUNCIL is a New Hampshire nonprofit corporation formed January 14, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7<sup>th</sup> day of May A.D. 2015



*William M. Gardner*

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Christine Stein do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Youth Council  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on March 19, 2009  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 6<sup>th</sup> day of November 2015.  
(Date Contract Signed)

4. Elizabeth G. Houde is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Christine Stein  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 6 day of November, 2015.

By Christine A. Stein  
(Name of Elected Officer of the Agency)

Nicole V. Wilcox  
(Notary Public/Justice of the Peace)

**NICOLE V. WILCOX**  
**Notary Public - New Hampshire**  
**My Commission Expires March 12, 2019**  
(NOTARY SEAL)

Commission Expires: March 12, 2019





## MISSION STATEMENT

Our mission is to build strong families – free from abuse, addiction, and court involvement.

**THE YOUTH COUNCIL, INC.**

**Financial Statements**

**For The Year Ended June 30, 2014**





P.A., Certified Public Accountants

November 24, 2014

To The Board of Directors  
The Youth Council, Inc.  
112 West Pearl Street  
Nashua, NH 03060

To The Board of Directors,

In planning and performing our audit of the financial statements of The Youth Council, Inc. as of and for the year ended June 30, 2014, in accordance with auditing standards generally accepted in the United States of America, we considered The Youth Council, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.

**Significant Deficiencies** - A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

**Material Weakness** - A material weakness is a significant deficiency, or a combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control. We believe the following constitutes a material weakness:

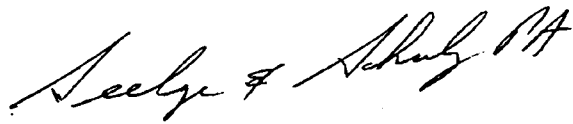
451 Amherst St.  
Nashua, N.H. 03063  
(603) 886-1900

***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Youth Council, Inc. as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

---

Nashua, NH  
November 24, 2014

A handwritten signature in cursive script, appearing to read "Seelye & Ashby PA".

**THE YOUTH COUNCIL, INC.**  
**STATEMENT OF FINANCIAL POSITION**  
June 30, 2014

**ASSETS**

**CURRENT ASSETS**

Cash	\$ 53,346
Accounts receivable, net of allowance for bad debt of \$2,400	27,342
Promises to give	12,725
Refundable income taxes	1,670
Prepaid expenses	2,532
	<u>97,615</u>

**PROPERTY & EQUIPMENT**

Building	289,622
Land	28,397
Furniture & fixtures	48,112
Building improvements	266,057
	<u>632,188</u>
Less accumulated depreciation	330,950
	<u>301,238</u>

**OTHER ASSET**

Loan fees, net of amortization of \$80	4,699
	<u>\$ 403,552</u>

**LIABILITIES AND NET ASSETS**

**CURRENT LIABILITIES**

Current portion of long-term debt	\$ 8,172
Accounts payable and accrued expenses	19,135
Deferred revenue	18,700
Accrued payroll	13,688
Accrued select time	10,719
Accrued and withheld payroll taxes	1,047
	<u>71,461</u>

**LONG-TERM DEBT**, net of current portion

353,228

**OTHER LIABILITIES**

Security deposit	1,083
------------------	-------

**NET ASSETS**

Unrestricted (deficit)	(34,945)
Temporarily restricted	12,725
	<u>(22,220)</u>
	<u>\$ 403,552</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE YOUTH COUNCIL, INC.**  
**STATEMENT OF ACTIVITIES**  
For The Year Ended June 30, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total 2014</u>
<b><u>SUPPORT AND REVENUE</u></b>			
Support			
NH Division of Alcohol and Drug Abuse			
Prevention and Recovery	\$ 71,886	\$ -	\$ 71,886
NH Dept of Juvenile Justice	94,035	-	94,035
Grants	18,100	-	18,100
City of Nashua	112,258	-	112,258
United Way	37,541	12,725	50,266
Health care tax credit	871	-	871
Contributions	27,578	-	27,578
Special events	29,199	-	29,199
Less cost of direct benefit to donors	<u>(5,562)</u>	<u>-</u>	<u>(5,562)</u>
	<u>385,906</u>	<u>12,725</u>	<u>398,631</u>
Revenue			
Client fees and third party reimbursements	67,318	-	67,318
Other	9,266	-	9,266
Commercial rental - income	38,800	-	38,800
Commercial rental - expenses Note D	<u>(36,137)</u>	<u>-</u>	<u>(36,137)</u>
	<u>79,247</u>	<u>-</u>	<u>79,247</u>
<b>TOTAL SUPPORT &amp; REVENUE</b>	<u>465,153</u>	<u>12,725</u>	<u>477,878</u>
NET ASSETS RELEASED FROM RESTRICTIONS:			
Satisfaction of time restrictions	<u>5,863</u>	<u>(5,863)</u>	<u>-</u>
	<u>471,016</u>	<u>6,862</u>	<u>477,878</u>
<b><u>EXPENSES</u></b>			
Program services			
Family Abuse & Neglect	119,439	-	119,439
Delinquent & Pre-delinquent	209,318	-	209,318
Treatment & Prevention of Substance Abuse	<u>71,320</u>	<u>-</u>	<u>71,320</u>
	400,077	-	400,077
Management and General	51,032	-	51,032
Fundraising	<u>10,515</u>	<u>-</u>	<u>10,515</u>
<b>TOTAL EXPENSES</b>	<u>461,624</u>	<u>-</u>	<u>461,624</u>
<b>INCREASE IN NET ASSETS</b>	9,392	6,862	16,254
<b>NET ASSETS (DEFICIT), Beginning of Year</b>	<u>(44,337)</u>	<u>5,863</u>	<u>(38,474)</u>
<b>NET ASSETS (DEFICIT), End of Year</b>	<u>\$ (34,945)</u>	<u>\$ 12,725</u>	<u>\$ (22,220)</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE YOUTH COUNCIL, INC.**  
**STATEMENT OF CASH FLOWS**  
For The Year Ended June 30, 2014

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Increase in net assets	\$ 16,254
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation and amortization (Program expense)	13,120
Depreciation and amortization (Rental expense)	8,741
Change in assets and liabilities:	
(Increase) decrease in accounts receivable	(525)
(Increase) decrease in promises to give	(6,862)
(Increase) decrease in refundable income taxes	(871)
(Increase) decrease in prepaid expenses	(292)
Increase (decrease) in accounts payable	1,686
Increase (decrease) in deferred revenue and refundable advances	(18,480)
Increase (decrease) in accrued payroll, select time and withheld payroll taxes	<u>(1,606)</u>
Net cash provided by operating activities	<u>11,165</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Increase in loan fees	(4,778)
Purchase of equipment	(3,256)
Decrease in security deposit	<u>(2,415)</u>
Net cash used in investing activities	<u>(10,449)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>	
Payment of long term debt	(292,780)
Long term debt proceeds	361,400
Repayment on line of credit	<u>(32,500)</u>
Net cash provided by financing activities	<u>36,120</u>
Net increase in cash and cash equivalents	36,836
Cash and cash equivalents, beginning of year	<u>16,510</u>
Cash and cash equivalents, end of year	<u>\$ 53,346</u>

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE YOUTH COUNCIL, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
For The Year Ended June 30, 2014

	PROGRAM SERVICES					2014 Total	
	Family Abuse & Neglect	Delinquent & Pre-delinquent	Treatment & Prevention of Substance Abuse	Total Program Services	Management & General		Fund Raising
Salaries - staff - Note F	\$ 86,115	\$ 119,515	\$ 44,314	\$ 249,944	\$ 11,297	\$ 6,184	\$ 267,425
Payroll taxes	7,086	9,834	3,646	20,566	5,631	508	26,705
Health Insurance	8,636	11,986	4,444	25,066	6,863	621	32,550
Audit	-	-	-	-	5,800	-	5,800
Bad debt	-	-	2,706	2,706	-	-	2,706
Bank charges	-	-	-	-	2,488	-	2,488
Computer supplies & services	989	1,372	508	2,869	786	72	3,727
Consultant	-	-	600	600	-	-	600
Dues & subscription	4	55	375	434	678	-	1,112
Fundraising	-	-	-	-	-	2,120	2,120
Insurance	2,647	3,673	1,362	7,682	2,103	190	9,975
Interest	2,157	6,094	2,493	10,744	2,917	109	13,770
Maintenance & repairs	1,905	5,382	2,201	9,488	2,576	96	12,160
Meetings	183	254	94	531	145	13	689
Miscellaneous	175	242	90	507	139	11	657
Office expenses & supplies	1,752	2,431	902	5,085	1,392	126	6,603
Other fees	56	78	29	163	45	4	212
Parking	1,369	1,899	704	3,972	1,088	98	5,158
Postage	324	449	167	940	257	23	1,220
Printing	85	118	44	247	68	6	321
Program costs	177	32,332	1,179	33,688	-	-	33,688
Supplies	195	271	100	566	155	15	736
Telephone	1,044	1,448	537	3,029	829	75	3,933
Training	166	231	85	482	132	12	626
Travel	492	683	253	1,428	391	36	1,855
Utilities	1,827	5,164	2,112	9,103	2,472	93	11,668
Total Expenses Before Depreciation and Amortization	117,384	203,511	68,945	389,840	48,252	10,412	448,504
Depreciation and amortization expense	2,055	5,807	2,375	10,237	2,780	103	13,120
Total Expenses	\$ 119,439	\$ 209,318	\$ 71,320	\$ 400,077	\$ 51,032	\$ 10,515	\$ 461,624

The Accompanying Notes Are An Integral Part  
of These Financial Statements.

**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2014

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**NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Activities

The Agency provides counseling, diversion programs, and onsite services designed to strengthen families, improve decision-making skills, and reduce involvement with the legal system for children, teens, and families struggling with abuse, neglect, substance abuse, behavioral difficulties, and parenting stress.

Accounting Method

Support, revenue and expenses are recorded on the accrual basis of accounting. Contract revenue is recognized when services are rendered. Donations are recorded when unconditionally pledged. Expenses are recorded when the obligation has been incurred.

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Agency that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Financial Statement Presentation

The Agency reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted Net Assets – Result from activities that have no restrictions placed on them by the funding sources.

**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2014

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**NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Financial Statement Presentation (Continued)

Temporarily Restricted Net Assets – Result from funding which has either time or use restrictions placed on it by the funding sources. The balance at June 30, 2014, consists of the following:

Program and management services	\$ 12,725
---------------------------------	-----------

Permanently Restricted Net Assets – Result from funding which has permanent restrictions placed on it by the funding source.

Accounts Receivable

The Agency utilizes the reserve method of accounting for bad debts. Management determines the allowance based on its historical information and a review of the individual balances. A reserve of \$2,400 was required as of June 30, 2014.

Property, Equipment and Depreciation

Property and equipment is recorded at cost (or fair market value if donated) and is depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Building	30 years
Furniture & fixtures	3-7 years
Building improvements	7-31.5 years

Other Assets

Loan fees are being amortized on the straight line basis over ten years. Amortization expense for the year ended June 30, 2014, was \$80. The unamortized loan fee of \$1,361 from the prior mortgage was expensed for a total amortization amount of \$1,441.

Cash Flows

For purposes of the statement of cash flows, the Organization considers all short-term securities purchased with a maturity of three months or less to be cash equivalents.



**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2014

---

**NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Income Taxes

The Youth Council, Inc. is generally exempt from Income taxes pursuant to the Internal Revenue Code Section 501(c)(3). However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income.

The current year unrelated business income tax is zero. The Agency qualified for the health insurance premium credit which will be refunded in the amount of \$871.

The Organization's income tax filings are subject to audit by various taxing authorities. As of June 30, 2014, the Organization's open audit periods included years ending June 30, 2011 through 2014. The Organization believes it has met all the requirements to maintain its not-for-profit status.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

**NOTE B. NOTE PAYABLE**

The Youth Council, Inc. was obligated on the following note at June 30, 2014:

Note payable bank, interest at 4.5%, payable in monthly installments of \$2,022, secured by real estate, in May 2024 the remaining principal becomes a demand note	\$ 361,400
Less current portion	<u>8,172</u>
	<u>\$ 353,228</u>

**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2014

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**NOTE B. NOTE PAYABLE (Continued)**

Annual principal payments for the next five fiscal years are as follows:

<u>Fiscal Year End June 30,</u>	<u>Principal</u>
2015	\$ 8,172
2016	8,548
2017	8,940
2018	9,351
2019	9,781
Thereafter	<u>316,608</u>
	<u>\$ 361,400</u>

**NOTE C. SATISFACTION OF USAGE RESTRICTIONS**

Net assets are released from donor restrictions by incurring expenses that satisfy use restrictions or the passage of time restrictions.

The following net assets were released from restrictions during the year ended June 30, 2014:

Program and management services	\$ 5,863
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**NOTE D. COMMERCIAL RENTAL EXPENSES**

Rental expenses relate to the 44% of the Agency's building that was rented to others and consist of the following:

Depreciation & amortization	\$ 8,741
Tax preparation	500
Insurance	5,319
Building repairs	3,665
Utilities	2,772
Interest	10,875
Bad debt	2,400
Real estate taxes	<u>1,865</u>
	<u>\$ 36,137</u>

**NOTE E. PENSION PLAN**

The Organization adopted a qualified 403(b) retirement plan for employees who are at least 21 years of age, working at least 30 hours per week, and have completed 30 days of employment. The plan allows for employee contributions in accordance with the Internal Revenue Code. There is no provision for a contribution by the Organization.

**THE YOUTH COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
For The Year Ended June 30, 2014

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**NOTE F. MANAGEMENT SERVICES AFFILIATE**







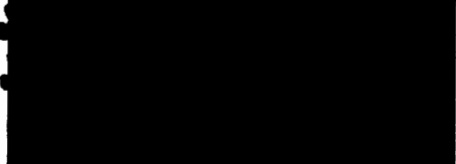

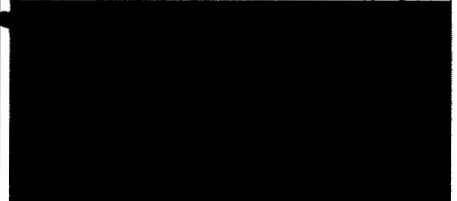



The Agency was engaged by four unrelated parties to provide advisory and bookkeeping services. Service fees totaling \$60,350 were recorded as a reduction of staff payroll of \$57,137 and program costs of \$3,213 in the accompanying Statement of Functional Expenses.

**NOTE G. FAIR VALUE OF FINANCIAL INSTRUMENTS**

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2014, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

**NOTE H. SUBSEQUENT EVENTS**

Management has evaluated events through date November 24, 2014, the date that the financial statements were available to be issued.

<p><b>PRESIDENT</b>  <b>Christine Stein (2011)</b>                  BAE Systems  </p>	<p><b>Debra Farrar (2012)</b>                  People's United Bank  </p>	<p><b>ADVISORS</b>  <b>Bill Clifford (2007)</b>  </p>
<p><b>VICE PRESIDENT</b>  <b>Sgt. Todd Martyny (2013)</b>                  Nashua Police Dept.  </p>	<p><b>John Phelan (2015)</b>                  Enterprise Bank  </p>	<p><b>Carl DuBois (2008)</b>                  Harvey Construction Corp  </p>
<p><b>TREASURER</b>  <b>Larry Szetela (1989) Past President</b>                  Laurence Szetela, CPA  </p>	<p><b>Carol Powis (2015)</b>                  New Sky Productions  </p>	<p><b>Nick Frasca (2004)</b>                  Frasca &amp; Frasca  </p>
<p><b>SECRETARY</b>  <b>Carolyn Oguda (2011)</b>                  Philips HealthCare  </p>	<p><b>Janet Valuk (2015)</b>                  Nashua Prevention Coalition  </p>	
<p><b>Betsy Houde</b> (non-member), Executive Director (1996)                  112 W. Pearl Street                  Nashua, NH 03060                  bhoud@theyouthcouncil.org</p>		<p><b>betsynh@aol.com</b>                    W. 889-1090</p>

# Lindsey Bergeron

## Work Experience

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May 2008 – Present                      The Youth Council                      Nashua, NH

### Clinical Mental Health Counselor

- Provide individual, family and group counseling services to children, adolescents and young adults
- Provide school-based substance abuse counseling services in area high school
- Provide therapeutic intervention services for the Court Diversion Program, Alternative Suspension Center and Community Intervention Collaboration
- Complete substance use evaluations to determine level of use and develop appropriate treatment recommendations and submit appropriate reports to referring agency, if applicable
- Assist in the development of therapeutic programs within the agency
- Supervise Master Level Clinical Interns
- Coordinate telephone intake assessments and referrals; check health insurance eligibility and obtain authorization for services

Jan 2014 – Present                      Spidaliere Psychological Associates                      Nashua, NH

### Clinical Mental Health Counselor

- Provide individual and family counseling services to children, adolescents and young adults

Sept 2007 – May 2008                      The Youth Council                      Nashua, NH

### Master Level Clinical Intern

- Provided individual, family and group counseling services to children, adolescents and young adults
- Provided school-based counseling services through the Student Assistance Program
- Educated elementary school aged children about personal safety through the Child Assault Prevention Project
- Provided therapeutic intervention services for the Court Diversion Program and Alternative Suspension Center programs
- Completed telephone intake assessments
- Co-facilitated Parenting Classes

## Education

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May 2005 – May 2008                      Rivier College                      Nashua, NH

### Master of Arts Mental Health Counseling

Sept 2001 – May 2005                      Rivier College                      Nashua, NH

### Bachelor of Arts Psychology

- Minor Concentration in Sociology

## **Certification and Advanced Training**

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- Certified Challenge Course Facilitator, New Hampshire Juvenile Court Diversion Network, 2013
- Successfully completed the MLADC Licensure Exam, 2012
- Certified Prime for Life Instructor, Prevention Research Institute, 2012
- Certified Prevention Specialist, New Hampshire Prevention Certification Board, 2010
- Licensed Clinical Mental Health Counselor, New Hampshire Board of Mental Health Practice, 2010
- Certified Global Appraisal of Individual Needs (GAIN) Administrator, Chestnut Health Systems, 2010

## **Memberships and Affiliations**

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- New Hampshire Alcohol & Drug Abuse Counselors Association, 2013-Present
- American Mental Health Counselors Association, Clinical Affiliate, 2009-Present
- American Mental Health Counselors Association, Student Affiliate, 2007-2009
- American Psychological Association, Student Affiliate, 2001-2007

**Christina D. Connor, CPS**

[REDACTED]  
[REDACTED]  
[REDACTED]

- \* Over twenty years of experience in the social service field in the Greater Nashua area
- \* Coordinated services among area agencies such as: Law enforcement (court and police), Psychiatric (outpatient and inpatient), Social Services and Education
- \* Motivated, caring professional with high integrity and dedication

**Education: Bachelor of the Arts in Criminal Justice**  
Saint Anselm College, Manchester, NH  
Graduated 1992, magna cum laude

**Certifications: Certified Prevention Specialist (CPS)**  
**Certified Challenge Facilitator**

**Related**

**Experience: The Youth Council, Nashua, NH**

**Director of Programs**

April 2003 to present

- Work closely with Executive Director
- Responsible for spearheading the development of new programs and program refinement based on best practices
- Attend meetings with the Nashua Superintendent and other school officials to discuss implementation of new programs in the Nashua schools
- Complete phone or walk-in intake assessments for youth and families
- Facilitate substance abuse education groups – The Challenge Program
- Supervise program staff
- Implement systems of quality assurance with client files and forms
- Collect and analyze client statistics and outcome data for funding sources and to inform management improvements

**Local Site Coordinator for Reclaiming Futures**

September 2002-2003

- Research how the juvenile court system and the community respond to teens who are impacted by or using alcohol and other drugs
- Facilitate a local teen group
- Participate in local drug court proceedings

**Counselor/Coordinator, Prevention Services**

August 1998 to April 2003

- Provide assessment, intervention and referrals to at-risk youth and families in the office and in their natural environment
- Facilitate daily goals groups at the Suspension Center, with an emphasis on goal setting, anger management and substance abuse
- Research community resources in the Greater Nashua area

**Greater Nashua Mental Health Center (Community Council), Nashua, NH**

**Case Manager/MIMS Worker**

October 1996 – July 1998

- Provide direct client and family contact in their natural environment
- Attend IEP meetings with families as needed for support
- Provide support to clients and their families through education and referrals
- Assist clients and families to find appropriate prevention programs, treatment and services and monitor continue appropriateness of these services
- Provide MIMS Services, which are rehabilitative services and environmental supports which sustain the client and family in their current living situation or other community settings

**Nashua Children's Home, Nashua, NH**

**Assistant Supervisor/Residential Counselor**

March 1993 - September 1996

- Work with 13 adolescent females, coming from multi-stressed families
- Case manager for 9 girls with inclusive responsibilities for their physical, emotional and administrative needs
- Attend IEP and other school related meetings
- Supervise residential staff
- Facilitate anger management groups for residents
- Participate in family meetings and supervised family visits
- Communicate and role-model effective behavior management techniques with families

**References:** Available upon request



# ELIZABETH G. HOUDE

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## SUMMARY

Proven professional providing proactive leadership for nonprofits and community coalitions. Skills include leading teams, communicating effectively, analyzing data, solving problems, building infrastructure and implementing ideas. In addition, I am a compelling speaker, presenter, writer and am skilled at developing and managing budgets.

## STRATEGIC LEADERSHIP

**Consultant.** Community Health Institute, Bow, NH, 2013 – present. Subcontracted to improve the quality, visibility and sustainability of 18 juvenile court diversion programs in New Hampshire.

**Executive Director.** The Youth Council, Nashua, NH, 1996 – present. Spearheaded infrastructure-building effort of 23-year-old nonprofit to offer innovative, award-winning programs with outcome measures and evidence-based practices. Developed numerous contractual relationships with area schools, police and other nonprofits. Recognized with several awards including:

**New Futures, Dr. Tom Fox Excellence Award** (2013)

**Nashua Telegraph**, named one of *Greater Nashua's 25 Extraordinary Women* (2013).

**Rotary Club of Nashua West, Award of Excellence, Creative Idea Award** (2006).

**WMUR and Citizens Bank, Community Champion** (2002).

**New Hampshire Children's Trust Fund, Outstanding management in program evaluation** (2000).

**NH Governor Jeanne Shaheen, Commendation for excellence in leadership** (1999).

**Rivier College, Distinguished contributions to students and the community** (1999).

**Project Director.** Merrimack Safeguard, 2010 – present. Appointed to lead assessment, capacity building and planning for community coalition. Spearheaded development of logic model and action plan and facilitated infrastructure development including volunteer leadership, by law creation and branding. Developed system tools to promote accountability and follow-through.

**Executive Director.** NH Teen Institute, 2007 - 2010. Facilitated sustainability of 24-year-old nonprofit. Revitalized mission, introduced evidence-based practice, spearheaded shift to the next developmental stage. Facilitated board transition, policies and practices toward heightened accountability. Transitioned to new leadership in January 2011.

## STATEWIDE SYSTEMS IMPROVEMENT

**Governor's Commission on Alcohol and Other Drugs.** Public Member. 2001 – 2013. Appointed to an advisory capacity regarding the effective and coordinated substance abuse service delivery. Executive Committee member. Prevention Task Force, 2010 – present.

**Reclaiming Futures.** Advisory Board. 2002 – 2007. Appointed to NH District Court's initiative to connect courts, communities and substance-involved youth. Reviewed best practices toward developing coordinated system of care.

**New Futures.** 2001 – 2005. Member, Board of Directors, 2001 - 2003. Appointed to board devoted to policy and programming reducing underage drinking and increasing access to treatment. Served on Executive Committee. Invited to join National Advisory Board of Adolescent Treatment Initiative in 2004.

**Endowment for Health.** 1999 – 2002. Appointed by Attorney General as founding board member of \$85million health care conversion foundation. Served on steering committee, named co-chair of first Program Development Committee, and as board liaison to grant review team recommending \$2.5million of initial grant awards.

## COMMUNICATION SKILLS

**Web Design.** Designed and manage multiple web sites including NH Court Diversion Network, Merrimack Safeguard, Nashua Prevention Coalition, Empty Nest Glassworks, Houde Studios (all WordPress) and The Youth Council (Accrisoft Freedom).

**Leadership Fellow,** Robert Wood Johnson Foundation, 2002 - 2006. Selected as one of 10 emerging leaders toward building personal and professional leadership skills. Authored *Leaders Unmasked: A Celebration of Guts and Grace*.

**Director of Program Management /Community Relations,** 1993-1996. Nashua Children's Home, Nashua, New Hampshire. Promoted to created positions, presented at workshops from Boys Town to Washington, DC.

**Clinical Experience,** 1983-1993. Nashua Children's Home. Counseled children, teens and families. Served as Family Program Supervisor, Therapist and Residential Counselor.

## COMMUNITY LEADERSHIP

**President,** 2013-14. Rotary Club of Nashua West. Member, 1997 - present. Board of Directors 2008 – 2015. Membership chair 2007- 2012. Volunteer Coordinator 2004 – present; Special Projects chair 2005 – 2007;

**Leadership Greater Nashua,** a program of the Nashua Chamber of Commerce, 1999.

**Community Needs Assessment Committee,** 1999 – present. United Way of Greater Nashua.

**Nashua Mayor's Task Force on Youth.** 1997 – 2002.

**Rivier College Counseling Advisory Board.** 1993 - 2000.

**Child Welfare Advisory Board.** 1997–2000.

**State Leadership Team.** Concord, NH. 1995 - 1996.

**Network.** Nashua, NH. 1993 - 1997.

**Child Welfare League of America.** Washington, DC. 1993 - 1996. Served on *Family-Focused Working Group* comprised of leaders in family- centered care from around the country. Contributed two articles to CWLA's *Mapping a New Direction Resource Guide*.

## SMALL BUSINESS OWNER

**Lampwork Artist,** Empty Nest Glassworks, 2008 – present. Launched small business hand-melting glass gifts using oxygen/propane torch and glass rods. Developed web site, all marketing materials and launched Facebook fan page with over 175 members. Member of The Craftworkers' Guild, Bedford, NH since 2014.

## EDUCATION

**WordPress,** web design, 2013.

**Community Coalition Planning,** engaging and motivating teams, CADCA National Coalition Academy, 2011.

**Project Connect,** a Robert Wood Johnson initiative to train emerging leaders to work with elected officials, 2003.

**Radiant Communication Strategies,** a consultative training to develop communications skills, 2002.

**Master of Arts in Counseling, with distinction.** Rivier University, Nashua, New Hampshire, 1990.

**Bachelor of Arts, cum laude.** Connecticut College, New London, Connecticut, 1983. Majors: Sociology-Based Human Relations and Child Development. Dean's List, American Association of University Women Award.

**The Youth Council**  
*Outpatient Screening & Treatment for Teens*

**3-month Contract Amendment**  
**January 1, 2016 – March 31, 2016**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Elizabeth Houde	Executive Director	80,000	15%	3,000
Lindsey Bergeron	Therapist	32,782	95%	7,785
Patricia Zaremba	Clinical Director	48,000	26%	3226
				<b>14,011</b>



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract**

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Youth Council (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #112) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 19, 2013 (Item #134), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$282,545.50.
3. Add Exhibit A-1, Scope of Services
4. Delete in its entirety Exhibit B Amendment #3, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

7/20/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

The Youth Council

7/16/2015  
Date

Elizabeth G. Houde  
NAME Elizabeth G. Houde  
TITLE Executive Director

Acknowledgement:  
State of N.H., County of Hillsborough on 7/16/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Debra N. Farrar  
Name and Title of Notary or Justice of the Peace

**DEBRA N. FARRAR, Notary Public**  
My Commission Expires March 28, 2017

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/3/15  
Date

[Signature]  
Name: Nathan A. Yoder  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A-1

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**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.
  - 2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.
- 2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):
  - 2.2.1. Improving Existing Facilities such as, but not limited to:
    - 2.2.1.1. Installing camera systems to increase safety for clients and staff.
  - 2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:
    - 2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;
    - 2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;
    - 2.2.2.3. Purchasing equipment to improve the treatment experience for clients;
    - 2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;
    - 2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;



**Exhibit A-1**

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- 2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.
- 2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:
  - 2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;
  - 2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.
- 2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:
  - 2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;
  - 2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;
  - 2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;
  - 2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;
  - 2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.
- 2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.
- 2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.





## **Method and Conditions Precedent to Payment**

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

#### **A. Funding for Exhibit A, Amendment #3**

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of \$37,506.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

#### **B. Funding for Exhibit A-1, Scope of Services**

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed \$20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor



may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

<b>Service Reimbursement Table</b>			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount



\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

### III. Performance Incentives:

#### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

#### C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.



- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.



- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

**IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services**

- A. Payment for said services shall be made as follows:
  - i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.



- ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.  
The invoice must be submitted to:  
Financial Manager  
Department of Health and Human Services,  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
- B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.
- C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.
- D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.
- F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.



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State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Youth Council (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #112) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 19, 2013 (Item #134) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$262,545.50.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.
6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.
7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services**



8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.
9. Add Exhibit C-1, Revisions To General Provisions.
10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.
11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.
12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.
15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

*[Handwritten Signature]*  
*[Handwritten Date: 5/11/15]*





New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/27/15  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

The Youth Council

5/11/2015  
Date

Elizabeth G. Hrade  
NAME Elizabeth G. Hrade  
TITLE Executive Director

Acknowledgement:  
State of NH, County of Hillsborough on 5/11/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Alka Sen  
Name and Title of Notary or Justice of the Peace

ALKA SEN  
NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE  
My commission expires Jan. 25, 2017

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

4/3/15  
Date

OFFICE OF THE ATTORNEY GENERAL

[Signature]  
Name: Megan Quinn  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #3

Scope of Services

**A. Population Served**

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

**B. Required Treatment Services**

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	Treatment Services
X	<p><b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.</p>
X	<p><b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women –</b> Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
X	<p><b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women -</b> Intensive Outpatient Treatment as identified above provided to pregnant &amp; parenting women.</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.</p> <p>No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to pregnant &amp; parenting women.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</b> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>
	<p><b>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</b> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.</p>
	<p><b>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</b> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.</p> <p>No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.</p>



Exhibit A Amendment #3

Service Table	
Required Services	Treatment Services
X	<p><b>Recovery Support Services:</b>                      Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services.                      Types of Recovery Support Services are listed below:</p>
X	<ul style="list-style-type: none"> <li>Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<p><b>Recovery Support Services</b> as identified above provided to pregnant &amp; parenting women.</p>

**C. Required Provisions for Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 5) Individuals with substance use co-occurring mental health disorders.
- 6) Individuals with Opioid Use Disorders.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.

The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained an evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.



**Exhibit A Amendment #3**

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
  - b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care



**Exhibit A Amendment #3**

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3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. **Medication Assisted Treatment with Buprenorphine eligibility:** Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

**Waiting List Management:**

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

**Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:**

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

**Interim Services for other Clients:**

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

**Services to pregnant and parenting women:**

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:



**Exhibit A Amendment #3**

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- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the

**New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services**



**Exhibit A Amendment #3**

use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

**Compliance with State and Federal Laws:**

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

**Client Stabilization:**

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

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***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

**Staffing Changes:**

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

**Other Requirements:**

The Contractor shall attend trainings and/or meetings as requested by DHHS.

**Regional Network Participation:**

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

**Performance Measures:**

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the



**Exhibit A Amendment #3**

Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

***Critical Incident/Sentinel Event Reporting:***

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #3

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* found at the following link:  
[www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.



**Exhibit A Amendment #3**

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Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.



## Method and Conditions Precedent to Payment

### **I. Funding**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of \$ \$37,506.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

### **II. Payment Methodology**

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit***	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week
	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
X	Recovery Support Services: Individual	\$15.00/unit***	\$160 of combined individual & group/week
X	Recovery Support Services: Group	\$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

\* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service



It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

**III. Performance Incentives:**

**A. Access to Services:**

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. Abstinence: The client reports reduced or no substance use in the past 30 days.
- ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
- iv. Stability in Housing: The client reports being in stable housing.
- v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.



**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**E. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**F. Invoicing & Billing:**

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**IV. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**V. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)



- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VII. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

**VIII.** Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;





- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
  
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.  
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
  - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D Amendment #1



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

5/11/15  
Date

Elizabeth G. Haude  
Name:  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):  
\*Temporary Assistance to Needy Families under Title IV-A  
\*Child Support Enforcement Program under Title IV-D  
\*Social Services Block Grant Program under Title XX  
\*Medicaid Program under Title XIX  
\*Community Services Block Grant under Title VI  
\*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/11/15  
Date

Elizabeth G. Hauke  
Name: Elizabeth G. Hauke  
Title: Executive Director





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*ESH*

*5/11/15*



Exhibit F Amendment #1

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/11/15  
Date

Elizabeth G. Haude  
Name: Elizabeth G. Haude  
Title: Executive Director

Contractor Initials EGH  
Date 5/11/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

*EJH*

Date

*5/11/15*

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/11/15  
Date

[Signature]  
Name: Elizabeth G. Haude  
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

EGH

Date

5/11/15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/11/15  
Date

Elizabeth G. Houde  
Name: Elizabeth G. Houde  
Title: Executive Director

EGH  
5/11/15



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*ESB*

*5/11/15*



- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI





pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

Date

*EJA*  
5/11/15



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Kathleen A. Dunn  
Signature of Authorized Representative

Kathleen A. Dunn  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

5/27/15  
Date

The Youth Council  
Name of the Contractor

Elizabeth G. Houde  
Signature of Authorized Representative

Elizabeth G. Houde  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

5/11/2015  
Date

# CERTIFICATE OF VOTE

I, Christine Stein do hereby certify that:  
(Name of the Elected Officer of the Agency or the duly elected signatory)

1. I am a duly elected Officer of The Youth Council  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on March 19, 2009  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 11 day of May 2015.  
(Date Contract Signed)

4. Elizabeth G. Houde is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Christine Stein  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 11 day of May, 2015.

By Christine Stein  
(Name of Elected Officer of the Agency)

Patricia F. Casey  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 5/23/17



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services



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State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services  
Contract

This 2<sup>nd</sup> Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Youth Council (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 112) and amended by an agreement (Amendment #1 to the Contract) approved on June 19, 2013, (Item # 134), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amend Form P-37, Block 1.6 to read:
  - a) 05-95-49-491510-29890000-102-500734
  - b) 05-95-49-491510-29900000-102-500734
- 2) Amend Form P-37, Block 1.7 to read June 30, 2015.
- 3) Amend Form P-37, Block 1.8 to read \$225,039
- 4) Delete Exhibit A and replace with Exhibit A Amendment #2
- 5) Delete Exhibit B and replace with Exhibit B Amendment #2



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/28/14  
Date

[Signature]  
NAME  
TITLE Director

The Youth Council

5/19/2014  
Date

[Signature]  
NAME  
TITLE

Acknowledgement:

State of NH, County of Hillsborough on 5/19/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

NICOLE BOYLE, Notary Public  
My Commission Expires January 27, 2015



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14  
Date

*Rosemary Wixom*  
Name: Rosemary Wixom  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Contractor Initials: *hsot*  
Date: 5/19/14



Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

**Service Table** - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	Treatment Services
X	<b>Outpatient Treatment (ASAM Level 1)</b> - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Outpatient Treatment (ASAM Level 1) – Pregnant &amp; Parenting Women</b> – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1)</b> – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant &amp; Parenting Women</b> - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)</b> – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	<b>Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women</b> - Low-Intensity Residential Treatment as identified above provided to



New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit A Amendment #2

	pregnant & parenting women.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)</i> - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	<i>High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women</i> - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	<i>Specialty Residential Treatment for Pregnant &amp; Parenting Women (ASAM Level 3.5)</i> - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	<b>Recovery Support Services:</b> Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	<ul style="list-style-type: none"> <li>• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.</li> </ul>
	<ul style="list-style-type: none"> <li>• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.</li> </ul>
X	<i>Recovery Support Services</i> as identified above provided to pregnant & parenting women.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**C. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

**Health Facilities Administration Licensing Requirements:**

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

**Capacity Reporting:**

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
  - a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
  - b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
  - c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
  - a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.



Exhibit A Amendment #2

- b. **Level of Care:** For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care is unavailable, the client may choose to enter the next higher level of care.
3. **Medicaid/NHHPP Eligibility:** The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. **Insurance Coverage:** The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
  - a. The maximum allowed charge will be billed to the client's insurer, if applicable.
  - b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
  - c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

**Sliding Fee Scale:**

The contractor shall not charge the combination of the client, any 3<sup>rd</sup> party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

~~With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.~~

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

~~the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:~~

Breathe New Hampshire  
145 Hollis St., Unit C  
Manchester, NH 03101  
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.



New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

**Clinical Services:**

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

**Evaluation:**

The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

**Use of Best Practices:** The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

**Relevant Policies and Guidelines:**

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

**Publications Funded Under Contract:**

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

**Student Internships:**

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:

Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.
2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross-systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

***Performance Measures:***

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

***Data and Reporting Requirements:***

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit A Amendment #2

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

**On-Site Reviews:**

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

The remainder of this page is intentionally left blank.



Exhibit B Amendment #2

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of \$75,013 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

**I. Payment Methodology**

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3<sup>rd</sup> party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

**Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.**

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	\$225	1 every 90 days
X	Outpatient – Individual	\$18.75/unit***	\$190 of combined individual & group/week
X	Outpatient – Group	\$5.00/unit	
X	Intensive Outpatient*	\$80.00/day	\$320 (4 days)/week
	Low-Intensity Residential – Adult	\$100.00/day	\$700 (7 days) /week



New Hampshire Department of Health and Human Services  
 Substance Use Disorder Treatment Services



Exhibit B Amendment #2

	Low-Intensity Residential – Adolescent	\$128.00/day	\$896 (7 days) /week
	High-Intensity Residential – Adult	\$130.00/day	\$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	\$66.00/day	\$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	\$162.60/day	\$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	\$170.00/day	\$1190 (7 days) /week
	Recovery Support Services		
X	Individual	\$15.00/unit	\$160 of combined individual & group/week
X	Group	\$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	\$15.00/contact	\$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	\$15.00/contact	
	Enhanced Services	Varied	

\* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

\*\*Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

\*\*\* A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for



Exhibit B Amendment #2

services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of \$75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**B. Completion:**

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of \$75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

**C. Client Outcomes:**

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3<sup>rd</sup> and/or 6<sup>th</sup> month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of \$50. The 3<sup>rd</sup> month post discharge is considered to be 60 – 120 days post discharge. The 6<sup>th</sup> month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

- i. **Abstinence:** The client reports reduced or no substance use in the past 30 days.
- ii. **Employment/Education:** The client reports increased or retained employment or the client reports returning to or staying in school.
- iii. **Crime and Criminal Justice:** The client reports no arrests in the past 30 days.
- iv. **Stability in Housing:** The client reports being in stable housing.
- v. **Social Connectedness:** The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

**D. Performance Incentive Payout Limits:**

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

**2. Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

**3. Invoicing & Billing:**

All billing shall be completed via the WITS system according to protocols established by BDAS.

New Hampshire Department of Health and Human Services  
Substance Use Disorder Treatment Services



Exhibit B Amendment #2

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.

**II. Allocation of Funding:**

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

**III. Availability of Alternative Funding:**

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

**IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**V. Charitable Choice:**



Exhibit B Amendment #2

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Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

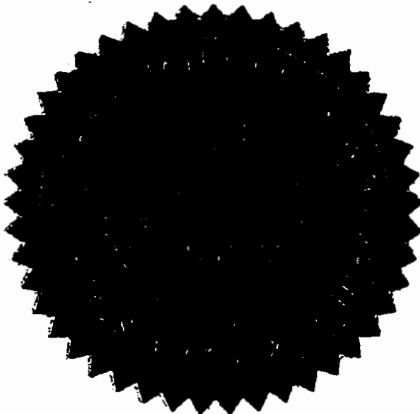
- VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE YOUTH COUNCIL is a New Hampshire nonprofit corporation formed January 14, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11<sup>th</sup> day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William Gardner", written in black ink.

William M. Gardner  
Secretary of State

WITHOUT SEAL

**CERTIFICATE OF VOTE**

I, Laura Franco, of The Youth Council, do hereby certify that:

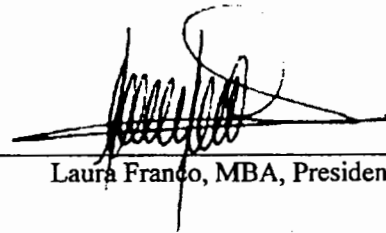
1. I am the duly elected President of the Board of Directors of The Youth Council;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 19, 2009;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Elizabeth G. Houde is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 19, 2014.

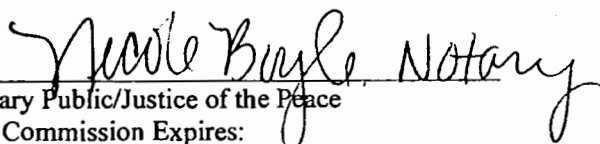
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Board of Directors of the corporation this 19<sup>th</sup> day of May 2014.



Laura Franco, MBA, President

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th day of May 2014 by Laura Franco.



Notary Public/Justice of the Peace  
My Commission Expires:

NICOLE BOYLE, Notary Public  
My Commission Expires January 27, 2015



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services  
Contract**

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Youth Council (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 112 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
  - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 150,026.00
- 2) Amendment and modification of Exhibit A;
  - a) Delete "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
  - b) **Change II A from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"  
**Change to:** "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
  - c) **Change II B Group Recovery Support Services from:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

New Hampshire Substance Abuse Treatment and Recovery Support Services



**Change to:** "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) Delete Table SAMHSA National Outcome Measures

Replace with:

Table SAMHSA National Outcome Measures

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.



New Hampshire Substance Abuse Treatment and Recovery Support Services



DOMAIN	OUTCOME	SUBSTANCE ABUSE TREATMENT MEASURES
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

- 3) Amendment and modification of Exhibit B;
  - a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
  - b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"  
**Change to:** "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
  - c) **Delete** in Section II; "TOTAL: \$75,013.00"
- 4) **Add** Exhibit B-1

New Hampshire Substance Abuse Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

6 June 2013

Date

Nancy L. Rollins

Nancy L. Rollins  
Associate Commissioner

The Youth Council

5/21/2013

Date

Elizabeth G. Houde

Name: Elizabeth G. Houde  
Title: Executive Director

Acknowledgement:

State of NH, County of Hillsborough on 5/21/13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Maile Boyle

Name and Title of Notary or Justice of the Peace

New Hampshire Substance Abuse Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4 Jan. 2012  
Date

*Jeane P. Henrich*  
Name: *Jeane P. Henrich*  
Title: *Attorney*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Youth Council  
Budget Request for: Substance Abuse Treatment Services  
www.dhs.nh.gov

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost		Total		Contractor Share 7 Month		Total		Funded by DHRB Contract share		Total
	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1. Total Employee Wages	15,718.00	84,190.00	24,733.00	3,412.00	24,733.00	3,412.00	28,145.00	12,332.00	28,145.00	12,332.00	56,043.00
2. Employee Benefits	2,630.00	13,842.00	4,178.00	841.00	4,178.00	841.00	5,019.00	1,786.00	4,178.00	1,786.00	8,120.00
3. Contingency	280.00	350.00	280.00	350.00	280.00	350.00	280.00	350.00	280.00	350.00	860.00
4. Equipment											
5. Rental											
6. Repair and Maintenance	1,315.00	1,315.00	1,315.00	1,315.00	1,315.00	1,315.00	1,315.00	1,315.00	1,315.00	1,315.00	860.00
7. Supplies											
8. Purchases/Contractors	890.00	890.00	890.00	890.00	890.00	890.00	890.00	890.00	890.00	890.00	890.00
9. Educational											
10. Lab											
11. Pharmacy											
12. Medical											
13. Office	858.00	858.00	858.00	858.00	858.00	858.00	858.00	858.00	858.00	858.00	858.00
14. Travel	1,589.00	1,589.00	1,589.00	1,589.00	1,589.00	1,589.00	1,589.00	1,589.00	1,589.00	1,589.00	1,589.00
15. Occupancy	8,271.00	4,310.00	14,011.00	4,151.00	14,011.00	4,151.00	14,011.00	4,151.00	14,011.00	4,151.00	18,000.00
16. Current Expenses											
17. Telephone	182.00	182.00	182.00	182.00	182.00	182.00	182.00	182.00	182.00	182.00	182.00
18. Postage	390.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00	390.00
19. Books	273.00	273.00	273.00	273.00	273.00	273.00	273.00	273.00	273.00	273.00	273.00
20. Office and Legal	871.00	2,000.00	2,871.00	2,000.00	2,871.00	2,000.00	2,871.00	2,000.00	2,871.00	2,000.00	4,871.00
21. Insurance	1,892.00	418.00	2,310.00	1,892.00	2,310.00	1,892.00	2,310.00	1,892.00	2,310.00	1,892.00	4,180.00
22. Board Expenses											
23. Software											
24. Marketing/Communications	1,463.00	1,463.00	1,463.00	1,463.00	1,463.00	1,463.00	1,463.00	1,463.00	1,463.00	1,463.00	1,463.00
25. Staff Education and Training	930.00	930.00	930.00	930.00	930.00	930.00	930.00	930.00	930.00	930.00	930.00
26. Subcontract/Agreements											
27. Other (for .4c.infnh.mandator)	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
28. Contingency Management	428.00	428.00	428.00	428.00	428.00	428.00	428.00	428.00	428.00	428.00	428.00
29. Payroll Fees											
TOTAL	101,643.08	27,296.00	128,939.08	42,866.00	128,939.08	42,866.00	128,939.08	42,866.00	128,939.08	42,866.00	171,805.08
Indirect At A Percent of Direct		24.1%									

Contractor Initials WJH  
Date 5/21/13  
Page 1

Substance Abuse Treatment

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Louis Cardinale, of The Youth Council, do hereby certify that:

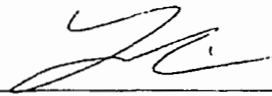
1. I am the duly elected President of the Board of Directors of The Youth Council;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 19, 2009;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Elizabeth G. Houde is the duly elected Executive Director of the corporation.

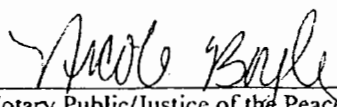
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 21, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Board of Directors of the corporation this 21<sup>st</sup> day of May 2013.

  
\_\_\_\_\_  
Louis Cardinale, President

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May 2013 by Louis Cardinale.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:

5/20/12



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES  
*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
Commissioner  
  
Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
DATE 6/20/12  
PAGE 14  
ITEM # 112

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with The Youth Council (Vendor #154886 B001), 112 West Pearl Street, Nashua, NH 03060, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$75,013.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$34,424.00
			Subtotal	\$34,424.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$16,876.00
			Subtotal	\$16,876.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$23,713.00
			Subtotal	\$23,713.00
			<b>Total</b>	<b>\$75,013.00</b>

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Nashua area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The Youth Council was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$75,013.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Nashua.

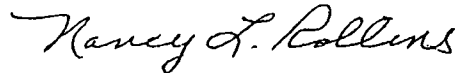


His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

Source of Funds: 45.89% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.95% General Funds and 3.16% Other (Highway) Funds.

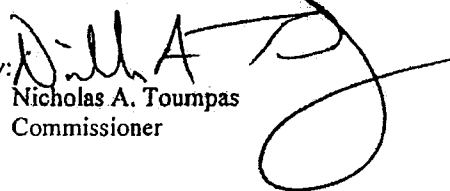
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/df

Line Item	Max Fix	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100
Experiences and Capacity	15	13.00	15.00	17.00	19.00	21.00	23.00	25.00	27.00	29.00	31.00	33.00	35.00	37.00	39.00	41.00	43.00	45.00	47.00
Approach	50	42.00	46.00	48.00	49.00	50.00	51.00	52.00	53.00	54.00	55.00	56.00	57.00	58.00	59.00	60.00	61.00	62.00	63.00
Budget	25	24.00	25.00	26.00	27.00	28.00	29.00	30.00	31.00	32.00	33.00	34.00	35.00	36.00	37.00	38.00	39.00	40.00	41.00
Financial Sustainability	10	7.50	8.20	9.00	9.80	10.60	11.40	12.20	13.00	13.80	14.60	15.40	16.20	17.00	17.80	18.60	19.40	20.20	21.00
Total	100	88.00	92.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00	97.00

BUDGET REQUEST	\$130,136	\$88,000	\$77,207	\$406,794	\$1,221,664	\$47,250	\$116,438	\$1,750,113	\$784,000	\$745,963	\$300,000	\$163,454	\$244,501	\$1,418,853	\$513,751	\$1,375,836	\$82,567	\$747,481	\$930,420
BUDGET AVAILABLE	\$66,303	\$74,404	\$24,932	\$11,500	\$1,100,897	\$309,113	\$36,646	\$2,356,945	\$757,450	\$189,376	\$171,114	\$377,819	\$1,990,315	\$77,487,400	\$432,248	\$1,328,414	\$76,613	\$611,907	\$4

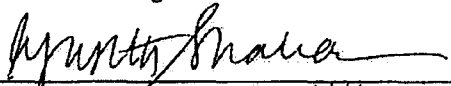
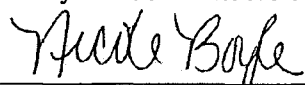
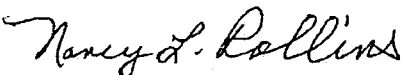
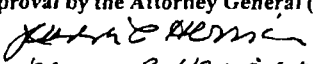
RFP Reviewers

Name	Job Title	Dept/Agency	Qualifications
1. Lynn Rouke	Sub Use Disorders	Grantmaking/GC	RFP reviewers have
2. Pamela Sullivan	Youth Counselor	SYDC	between 3-20 years
3. Heath Young	Program Specialist	DCYF	experience managing
4. Bernie Blidin	Prog. Planner/Rev. Spec.	Family Services	agreements with
5. Alan West, Ph.D	Psychologist/VA	TX/Co-occurring	vendors for various
6. Mary Miller	Prog. Spec. IV	OCPH	DHHS and DOC
7. Michelle Ricco	Prog. Spec. IV	DPHS	programs. Areas of
8. Kathleen Hessler	Internal Auditor I	BDAS/FBO	specific expertise
9. Lindy Keller	Administrator I	BDAS-RAD	include Maternal and
10. Michael Lawless	Prog. Spec. IV	BDAS/CSU	Child Health;
11. Bruce Blinsky	Regional Coordinator	BDAS-CSU	Substance Abuse
12. Jim Shandans	Administrator 1	BDAS-FBOU	
13. Linda Parker	Prog. Spec. IV	BDAS-CSU	
14. Rosannay Shannon	Administrator I	BDAS-CSU	
15. Rob O'Hainon	ATR Prog. Spec.	BDAS/ATR	
16. Leanne Powers	Tx&Rec Serv. Coord	BDAS/ATR	
17. John Sweeney	Systems Dev	BDAS/IT	
18. Michael Rodgers	Assistant Administrator	BDAS	
19. Jeffrey Metzger	Sr Mngt. Analyst	BDAS/PSU	
20. Ann Crawford	Regional Coordinator	BDAS/PSU	
21. Valerie Morgan	Administrator 1	BDAS/PSU	

Subject: Substance Abuse Treatment and Recovery Support Services**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Youth Council		1.4 Contractor Address 112 West Pearl Street, Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-1090	1.6 Account Number 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$75,013.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elizabeth G. Abrahams, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/22/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace NICOLE BOYLE, NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herlihy, Attorney On: <u>JUNE 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY**

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

## 11. CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**NH Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Drug and Alcohol Services  
 Substance Use Disorder Treatment Services  
 Exhibit A**

**I. General Provisions**

**CONTRACT PERIOD:** July 1, 2012, or date of G&C approval, whichever is later,  
 Through June 30, 2013

**CONTRACTOR NAME:** The Youth Council

**ADDRESS:** 112 West Pearl Street, Nashua, NH 03060

**EXECUTIVE DIRECTOR:** Betsy Abrahams  
**TELEPHONE:** 603-889-1090

**II. Scope of Services**

*A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:*

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	\$ Awarded
Outpatient	1.00	Nashua	31	\$75,013.00

**B. Required Services**

**Priority Admission:**

- 1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
- 2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
- 4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

**Required Outreach:**

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of

community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

***Health Facilities Administration Licensing Requirements:***

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-p800.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html)). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

***Capacity Reporting:***

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

***Access to Services:***

The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

***Limitations on Exclusionary Criteria:***

American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

***Clients Eligible for Treatment Services:***

A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

***Sliding Fee Scale:***

The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (<http://aspe.hhs.gov/poverty/>). The Contractor must provide the client with the cost of services



and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

***Waiting List Management:***

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

***Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:***

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

***Interim Services for other Clients:***

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

***Services to pregnant and parenting women:***

The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

***Relationship(s) with Primary Health Care:***

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

***Tobacco Cessation:***

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire  
 145 Hollis St., Unit C  
 Manchester, NH 03101  
 603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: <http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm>

***Tuberculosis:***

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

***Physical location and facilities:***

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

***Culturally and Linguistically Appropriate Standards of Care:***

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

***Compliance with State and Federal Laws:***

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.

Standard Exhibits C – J  
TX Substance Use Disorder

Contractor Initials: AM  
Date: 5/22/12

2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): <http://www.hhs.gov/ocr/privacy/>
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document <http://www.dhhs.nh.gov/business/rfp/index.htm>.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see <http://www.dhhs.nh.gov/irb/>

***Client Stabilization:***

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

***Clinical Services:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

***Outpatient Treatment*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

***Intensive Outpatient Treatment*** - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This

intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

**Residential Treatment** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

**Transitional Living** - Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

**Assessment of Risk for Self-Harm/Suicide:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from <http://www.kap.samhsa.gov/products/manuals/index.htm>.

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

**Care Coordination:**

The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

***Group Recovery Support Services:***

Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

***Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:***

The Contractor shall provide the following:

- a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
- e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
- f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
- g. A full-time Executive Director, not filling any of the positions described above.

***Relevant Policies and Guidelines:***

The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

***Publications Funded Under Contract:***

All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

***Subcontracting/Consultants:***

If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

***Student Internships:***

The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

***Staff Licensing Requirements:***

The ratio of licensed to non-licensed service providers shall be as follows:  
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

***Staff Certification Requirements:***

In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm>). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

***Supervision:***

Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

***Staffing Changes:***

BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

***Other Requirements:***

The Contractor shall attend trainings and/or meetings as requested by DHHS.

***ATR and Recovery Support Services:***

All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: <http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm>

***Regional Network Participation:***

The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (<http://www.partnertool.net/>) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

***Performance Measures:***

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: [Signature]  
Date: 3/22/12



**SAMHSA National Outcome Measures:**

<i>DOMAIN</i>	<i>OUTCOME</i>	<i>SUBSTANCE ABUSE TREATMENT MEASURES</i>
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	<ul style="list-style-type: none"> <li>• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and</li> <li>• 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.</li> </ul>
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	<ul style="list-style-type: none"> <li>• WITS Electronic Health Record</li> <li>• ASI or GAIN Assessment</li> <li>• NIDA/SAMHSA MATRS Treatment Planning model</li> <li>• Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).</li> </ul>

**Data and Reporting Requirements:**

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

**Critical Incident/Sentinel Event Reporting:**

The Department's Sentinel Event policy is contained in the following link:  
<http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

**Division of Community Based Care Services (DCBCS) Sentinel Event Notification:**

The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services  
Assistant Administrator  
105 Pleasant Street  
Concord, NH 03301  
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form* ([www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf](http://www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf));
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services  
Quality Improvement Director  
129 Pleasant Street  
Concord, New Hampshire 03301  
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

***On-Site Reviews:***

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Drug and Alcohol Services  
Substance Use Disorder Treatment Services

Exhibit B  
Purchase of Services  
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: The Youth Council

ADDRESS: 112 West Pearl Street, Nashua, NH 03060

AGENCY CONTACT TITLE: Executive Director

AGENCY CONTACT NAME: Betsy Abrahams

TELEPHONE: 603-889-1090

Vendor #154886-B001

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734

Job #95848501 Appropriation #05-095-095-958410-1388-102-500734

Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

\$ 23,713.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

\$ 16,876.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

\$ 34,424.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: \$75,013.00

### III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

#### 1. Performance Utilization:

##### A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

##### B. Utilization Methodology by Modality:

- i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by \$75,000 (e.g. Agency ABC funding for outpatient services is \$168,750 divided by \$75,000 per FTE results in 2.25 FTE.)
- ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
- iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then dividing this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of \$438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is \$120 per day, the agency would be expected to provide 3,650 ( $\$438,000/\$120$ ) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by

the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

## 2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

### A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

- i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
- ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

### B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

- i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
- ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
- iii. Have completed a minimum of 14 days of residential treatment service
- iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

## 3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

## 4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during

which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

**The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars (\$2500) and with a useful life beyond one year.**

**IV. Allocation of Funding:**

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

**V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

**The Contractor agrees to use the SAPT funds as the payment of last resort.**

Restrictions on SAPT Block Grant on State and Contractor expenditures include:  
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.


The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

**VI. Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials:   
Date: 5/22/12



NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

**12.2 Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

**13. Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**14. Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

**15. Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**16. Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) **Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

**17. Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

**18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

**19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled “Financial Management Guidelines” and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

Standard Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner  
NH Department of Health and Human Services,**

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*

(b) *Establishing an ongoing drug-free awareness program to inform employee's about:*

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (112 West Pearl Street, Nashua, NH 03060)

Check  if there are workplaces on file that are not identified here.

The Youth Council From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013  
Contractor Name Period Covered by this Certification

Elizabeth G. Abrahams, Executive Director  
Name and Title of Authorized Contractor Representative

  
Contractor Representative Signature

May 22, 2012  
Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:

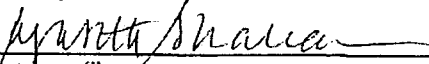
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

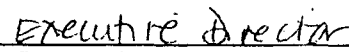
C. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

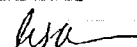
- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at [www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf](http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf)), in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

  
\_\_\_\_\_  
Contractor Signature  
The Youth Council  
Contractor Name

  
\_\_\_\_\_  
Contractor's Representative Title  
5/22/2012  
Date

Standard Exhibits C – J  
TX Substance Use Disorder

Contractor Initials:   
Date: 5/22/12



NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. *The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**(1) PRIMARY COVERED TRANSACTIONS**

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

*[Signature]*  
Contractor Signature

*Executive Director*  
Contractor's Representative Title

The Youth Council  
Contractor Name

May 22, 2012  
Date

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials: *[Signature]*  
Date: 5/22/12



NH Department of Health and Human Services


STANDARD EXHIBIT H

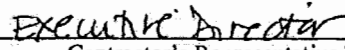
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

  
\_\_\_\_\_  
Contractor Signature

  
\_\_\_\_\_  
Contractor's Representative Title

The Youth Council  
\_\_\_\_\_  
Contractor Name

May 22, 2012  
\_\_\_\_\_  
Date

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NH Department of Health and Human Services

STANDARD EXHIBIT I  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

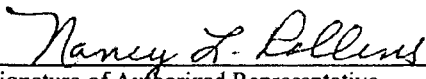
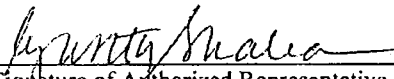
**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.



- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	The Youth Council
_____ The State Agency Name	_____ Name of Contractor
	
_____ Signature of Authorized Representative	_____ Signature of Authorized Representative
Nancy L. Rollins	Elizabeth G. Abrahams
_____ Name of Authorized Representative	_____ Name of Authorized Representative
Associate Commissioner	Executive Director
_____ Title of Authorized Representative	_____ Title of Authorized Representative
5/31/12	5/22/2012
_____ Date	_____ Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

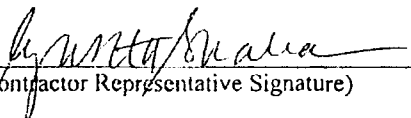
In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

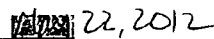
The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
(Contractor Representative Signature)

  
(Authorized Contractor Representative Name & Title)

The Youth Council  
(Contractor Name)

  
(Date)

Standard Exhibits C - J  
TX Substance Use Disorder

Contractor Initials   
Date: 5/22/12

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:  [redacted] 048635601

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO

YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO

YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

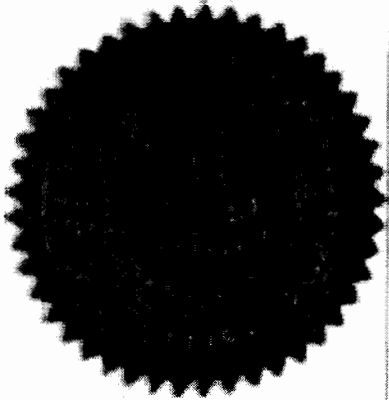
Name:

Amount:

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE YOUTH COUNCIL is a New Hampshire nonprofit corporation formed January 14, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3<sup>rd</sup> day of April A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Nicholas Frasca, of The Youth Council, do hereby certify that:

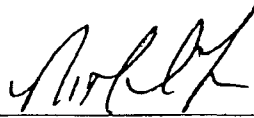
1. I am the duly elected President of the Board of Directors of The Youth Council;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 19, 2009;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Elizabeth G. Abrahams is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 22, 2012.

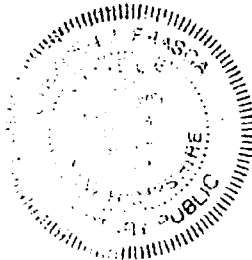
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Board of Directors of the corporation this 22<sup>nd</sup> day of May 2012.

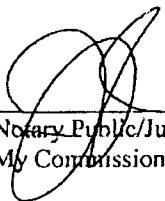


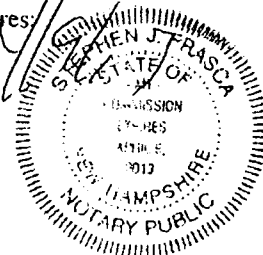
Nicholas Frasca, President

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May 2012, by Nicholas Frasca.



  
Notary Public/Justice of the Peace  
My Commission Expires:





Nicholas A. Toumpas  
Commissioner

Kathleen Dunn  
Associate Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

*Bureau of Drug and Alcohol Services*

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6738 1-800-804-0909  
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

July 27, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments to existing agreements with multiple vendors to increase the scope of work to improve current services and to expand capacity for new services for substance use disorder treatment and recovery services statewide, by increasing the price limitations by \$280,000 in the aggregate from \$26,663,129 to an amount not to exceed \$26,943,129.00, effective upon the date of Governor and Executive Council approval through September 30, 2015. There is no change to the completion date of December 31, 2015 for the remaining scope of work in the Agreement. 100% Federal Funds.

Summary of contracted amounts by vendor:

Vendor	Current Budget Amount	Increase/ Decrease Amount	Revised Budget Amount
Child & Family Services, Manchester, NH	\$303,810.50	\$20,000.00	\$323,810.50
Concord Hospital, Concord, NH	\$260,421.00	\$20,000.00	\$280,421.00
Families First of the Greater Seacoast, Portsmouth, NH	\$101,227.00	\$20,000.00	\$121,227.00
Families in Transition, Manchester, NH	\$1,163,855.00	\$20,000.00	\$1,183,855.00
Grafton County, North Haverhill, NH	\$242,938.50	\$0.00	\$242,938.50
Greater Nashua Council on Alcoholism, Nashua, NH	\$4,823,837.00	\$20,000.00	\$4,843,837.00
Headrest, Inc., Lebanon, NH	\$880,075.00	\$20,000.00	\$900,075.00
Horizons Counseling Center, Inc., Gilford, NH	\$700,786.00	\$20,000.00	\$720,786.00
Manchester Alcoholism Rehabilitation Center, Manchester, NH	\$3,922,096.50	\$20,000.00	\$3,942,096.50
The Mental Health Center of Greater Manchester, Inc., Manchester, NH	\$94,899.00	\$20,000.00	\$114,899.00
Phoenix Houses of New England, Inc., Providence, RI	\$5,251,303.50	\$20,000.00	\$5,271,303.50

Vendor	Current Budget Amount	Increase/Decrease Amount	Revised Budget Amount
National Council on Alcoholism and Drug Dependence of Greater Manchester, Manchester, NH	\$1,557,404.00	\$20,000.00	\$1,577,404.00
Southeastern New Hampshire Alcohol and Drug Abuse Services, Dover, NH	\$4,654,426.00	\$20,000.00	\$4,674,426.00
Tri-County Community Action Program, Berlin, NH	\$2,443,504.50	\$20,000.00	\$2,463,504.50
The Youth Council, Nashua, NH	\$262,545.50	\$20,000.00	\$282,545.50
Totals	\$26,663,129.00	\$280,000.00	\$26,943,129.00

Funds are anticipated to be available in State Fiscal Years 2016 in the following accounts, upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Please see attachment for fiscal details.

#### EXPLANATION

These Amendments are **sole source** because the Department wants to add a new scope of work to the current contracts for work to be completed by September 30, 2015. This does not allow for enough time for the procurement process.

These Amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities. In 2014 there were 325 opioid overdose deaths in New Hampshire with the death toll for 2015 trending toward a significant increase in the number of overdose deaths.

Approval of these Amendments will allow the Contractors to utilize federal funds from the Substance Abuse and Mental Health Services Administration to improve current services and expand capacity for new services for the substance use disorder treatment and recovery support services. The Contractors will be able to improve and expand upon services by training staff in evidence-based practices for new or current treatment services, purchasing new program materials to implement new evidence-based practices, and hiring consultants to assist with obtaining facility licenses to provide new services and with designing new programs. The Contractors will be able to improve and expand upon business functions by upgrading computer systems and software to allow for 3rd party billing and clinical record keeping in an electronic health record, that result in more efficient operations and increased staff time to provide more treatment services.

In combination with other Department strategies such as increased prevention services and education and media campaigns, the work of these Contractors will result in serving more clients with more effective substance use disorder treatment and recovery support services that will help mitigate negative impacts of the opioid epidemic such as overdoses.

One vendor's contract with Grafton County is not being amended because Federal restrictions prevent these funds being used to serve incarcerated clients, which is the only population that Grafton County serves.

The vendors were originally selected for these agreements through a competitive bid process. The original contracts for SFY 2013 were approved by Governor and Counsel on June 20, 2012, (Items 96, 97, 99 – 110, 112). Amendments for SFY 2014 were approved on June 5, 2013 (Item # 102A), except Grafton County approved on July 10, 2013 (Item # 50) and The Youth Council on June 19, 2013 (Item #134), Amendments for SFY 2015 were approved on June 28, 2014 (Item #99), and December 23, 2014 (Item #16) for two vendors (Tri County Community Action Program and Phoenix House of New England), and June 4, 2015 by the Attorney General for one vendor (Families in Transition), and Amendments for July 1, 2015 to December 31, 2015 were approved on June 24, 2015 (Item #29).

A scanned copy of these Amendments, including the Governor and Executive Council letters and accompanying documentation from the original agreement and subsequent amendments will be available on-line, once posted to the meeting agenda for the Governor and Executive Council, at <http://sos.nh.gov/GC2.aspx>.


Should the Governor and Executive Council determine to not authorize these Amendments, the Contractors would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. This would result in fewer clients being able to access effective, efficient, substance use disorder treatment services resulting in continued substance use. In addition, failure to obligate the Federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

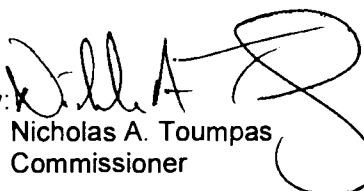
Source of Funds: 100% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH  
Associate Commissioner

Approved by:   
Nicholas A. Toumpas  
Commissioner





Nicholas A. Toumpas  
Commissioner

Kathleen A. Dunn  
Associate Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF MEDICAID BUSINESS AND POLICY

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

29 *Edm*

May 22, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*Sole Source*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments to existing agreements with multiple vendors to continue providing substance use disorder treatment and recovery services statewide by increasing the price limitations by \$4,032,881 in the aggregate from \$22,630,248 to an amount not to exceed \$26,663,129 and by extending the completion date from June 30, 2015 to December 31, 2015, effective July 1, 2015 or date of Governor and Executive Council approval, whichever is later. 52.7% Federal, 47.3% General.

Summary of contracted amounts by vendor:

Vendor	Current Budget Amount	Increase/Decrease Amount	Revised Budget Amount
Child & Family Services, Manchester, NH	260,409.00	43,401.50	303,810.50
Concord Hospital, Concord, NH	223,218.00	37,203.00	260,421.00
Families First of the Greater Seacoast, Portsmouth, NH	86,766.00	14,461.00	101,227.00
Families in Transition, Manchester, NH	997,590.00	166,265.00	1,163,855.00
Grafton County, North Haverhill, NH	208,233.00	34,705.50	242,938.50
Greater Nashua Council on Alcoholism, Nashua, NH	4,070,835.00	753,002.00	4,823,837.00
Headrest, Inc., Lebanon, NH	754,350.00	125,725.00	880,075.00
Horizons Counseling Center, Inc., Gilford, NH	568,728.00	132,058.00	700,786.00
Manchester Alcoholism Rehabilitation Center, Manchester, NH	3,361,797.00	560,299.50	3,922,096.50
The Mental Health Center of Greater Manchester, Inc., Manchester, NH	81,342.00	13,557.00	94,899.00
Phoenix Houses of New England, Inc., Providence, RI	4,470,289.00	781,014.50	5,251,303.50

Vendor	Current Budget Amount	Increase/ Decrease Amount	Revised Budget Amount
National Council on Alcoholism and Drug Dependence of Greater Manchester, Manchester, NH	1,297,404.00	260,000.00	1,557,404.00
Southeastern New Hampshire Alcohol and Drug Abuse Services, Dover, NH	3,989,508.00	664,918.00	4,654,426.00
Tri-County Community Action Program, Berlin, NH	2,034,740.00	408,764.50	2,443,504.50
The Youth Council, Nashua, NH	225,039.00	37,506.50	262,545.50
Totals	22,630,248.00	4,032,881.00	26,663,129.00

Funds are anticipated to be available in State Fiscal Years 2016 in the following accounts, upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Please see attachment for fiscal details.

### EXPLANATION

These **sole source** actions are requested to provide a continuum of substance abuse treatment services for an additional six months. This will allow the Department the additional time to develop and publish a request for proposals that meets the changes for substance use disorder treatment services for the State of New Hampshire.

The fifteen Contractors will continue providing their current services such as: community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children. Additionally, this amendment includes funding for four vendors to develop and implement Medication Assisted Treatment Services, with two of the four subsequently providing Medication Assisted Treatment Services. These medication assisted treatment services are a critical component of combating the on-going opioid epidemic and associated spike in overdose deaths. These Contracted funds are used to support services for individuals who are not eligible for Medicaid or the New Hampshire Health Protection Program and for services not covered by these programs.

The Contractors will treat eligible clients who are unable to pay for services or able to pay only part of the cost of services, and who have or is suspected of having an alcohol or other drug abuse problem, and who are a resident of the State of New Hampshire or are homeless in New Hampshire.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

The vendors were originally selected for these agreements through a competitive bid process. The original contracts for SFY 2013 were approved by Governor and Counsel on June 20, 2012, (Items 96, 97, 99 – 110, 112). Amendments for SFY 2014 were approved on June 5, 2013 (Item # 102A), except Grafton County approved on July 10, 2013 (Item # 50) and The Youth Council on June 19, 2013 (Item # 134), Amendments for SFY 2015 were approved on June 28, 2014 (Item #99), with this request providing services for the period July 1, 2015 to December 31, 2015.

This Governor and Executive Council package includes the amendment #3 and a copy of the Governor and Council Letters for the original contract and Amendments #1 and #2 for each contractor. An electronic copy of Amendments #1 and #2 for each contractor can viewed on line at <http://sos.nh.gov/GC2.aspx>.

The following performance measures will be used to assess the effectiveness of the agreements:

- The timeliness with which providers respond to calls requesting services within 5 business days to conduct initial eligibility screening.
- A \$75.00 payment will be paid to the treatment contractor for each client who either completes or transfers to another treatment provider for continuing services.
- A \$50.00 client follow-up fee will be paid to the treatment contractor at 3 months and again at 6 months post-discharge for each client who is contacted for follow-up and who meets at least 3 of the outcome criteria below:
  - Abstinence: The client reports reduced or no substance use in the past 30 days.
  - Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
  - Crime and Criminal Justice: The client reports no arrests in the past 30 days.
  - Stability in Housing: The client reports being in stable housing.
  - Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

Area served: Statewide

Source of Funds: 52.7% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14 and 47.3% General.

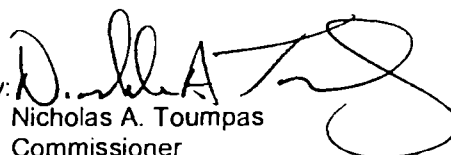
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner



TV 16

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Tompao  
Commissioner

Diane M. Langley  
Director

105 PLEASANT STREET, CONCORD, NH 03301  
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December 8, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*Sole Source*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to amend existing **Sole Source** agreements with two of fifteen vendors by increasing the price limitations by \$296,844, from \$22,333,404 to \$22,630,248 in the aggregate, for a continuum of substance abuse treatment services statewide, effective date of Governor and Executive Council approval through June 30, 2015. There is no change to the original end date of June 30, 2015. These agreements were originally approved by Governor and Executive Council on June 20, 2012, (Item 108 and 102), and were subsequently amended on June 5, 2013, (Item 102A), and on June 18, 2014, (Item 99). 46% Federal, 54% General.

Summary of contracted amounts by vendor:

Contractor	Current Budget	Increase/Decrease Amount	Revised Modified Budget
Child & Family Services, Manchester, NH	\$ 260,409	\$ 0	\$ 260,409
Concord Hospital, Concord, NH	\$ 223,218	\$ 0	\$ 223,218
Families First of the Greater Seacoast, Portsmouth, NH	\$ 86,766	\$ 0	\$ 86,766
Families in Transition, Manchester, NH	\$ 997,590	\$ 0	\$ 997,590
Grafton County, North Haverhill, NH	\$ 208,233	\$ 0	\$ 208,233
Greater Nashua Council on Alcoholism, Nashua, NH	\$ 4,070,835	\$ 0	\$ 4,070,835
Headrest, Inc., Lebanon, NH	\$ 754,350	\$ 0	\$ 754,350
Horizons Counseling Center, Inc., Gilford, NH	\$ 568,728	\$ 0	\$ 568,728
Manchester Alcoholism Rehabilitation Center, Manchester, NH	\$ 3,361,797	\$ 0	\$ 3,361,797
The Mental Health Center of Greater Manchester, Inc., Manchester, NH	\$ 81,342	\$ 0	\$ 81,342
Phoenix Houses of New England, Inc., Providence, RI	\$ 4,372,470	\$ 97,819	\$ 4,470,289
National Council on Alcoholism and Drug Dependence of Greater Manchester, Manchester, NH	\$ 1,297,404	\$ 0	\$ 1,297,404
Southeastern New Hampshire Alcohol and Drug Abuse Services, Dover, NH	\$ 3,989,508	\$ 0	\$ 3,989,508
Tri-County Community Action Program, Berlin, NH	\$ 1,835,715	\$ 199,025	\$ 2,034,740
The Youth Council, Nashua, NH	\$ 225,039	\$ 0	\$ 225,039
<b>Totals</b>	<b>\$22,333,404</b>	<b>\$296,844</b>	<b>\$22,630,248</b>

Funds to support this request are available in the following accounts in SFY 2015, with authority to adjust amounts within the price limitation without further approval from Governor and Executive Council.

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS**

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2015	102-500734	Contracts for Prog Svc	\$4,387,176	\$65,305	\$4,452,481
		Subtotal	\$4,387,176	\$65,305	\$4,452,481

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES**

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase/Decrease	Revised Modified Budget
2015	102-500734	Contracts for Prog Svc	\$17,946,228	\$231,539	\$18,177,767
		Subtotal	\$17,946,228	\$231,539	\$18,177,767
		Grand Total	\$22,333,404	\$296,844	\$22,630,248

**EXPLANATION**

These sole source actions are requested to ensure the continued provision of a statewide continuum of substance abuse treatment services for SFY 2015. Two anticipated vendors declined to contract for the provision of these services, creating a coverage gap. These two amendments close the coverage gap, ensuring services are available statewide for the remainder of SFY 2015. In June 2014, the Department sought Governor and Executive Council approval for amendments with 15 of the affected vendors out of the original 17 that were formerly providing services. Two vendors chose not to continue their agreements, creating a gap in available services in the Monadnock and North Country regions. Tri County Community Action Program and Phoenix Houses of New England, Inc. have agreed to increase their service capacity for these regions ensuring that area residents in need of these services have sufficient access. In combination, the full statewide continuum of services will be provided to the population served. The entire statewide continuum of services includes community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, along with specialized treatment services for pregnant and parenting women and their children.

Funds provided through these agreements are used to support services for individuals who are not eligible for Medicaid or the NHHP, and services not otherwise covered by Medicaid or the NHHP. The target population for the services provided through these agreements are for individuals that are either unable to pay for services or able to pay only part of the cost of services, who have or are suspected of having an alcohol or other drug abuse problem, and who are residing in NH.

Should the Governor and Executive Council determine to not authorize this request individual access to these services for these two regions will continue to be diminished as a result of lower provider capacity – leaving people that suffer from substance use disorders waiting for services that could mean the difference between sobriety and overdose. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service may place that Block Grant in jeopardy.

Area served: Statewide

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
December 8, 2014  
Page 3 of 3

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14 and 54% General.

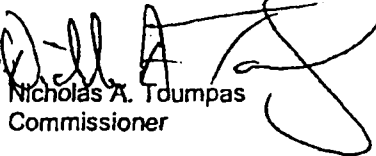
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Diane M. Langley  
Director

Approved by



Nicholas A. Tsoumpas  
Commissioner



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES

*Bureau of Drug and Alcohol Services*

Nicholas A. Toumpas  
 Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
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Diane Langley, Director  
 Sheri Rockburn, Director

Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 30, 2014

YU 99

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

Sole Source

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments with multiple vendors increasing the price limitations by \$7,444,467 in the aggregate from \$14,888,937 to an amount not to exceed \$22,333,404 in the aggregate for a continuum of substance abuse treatment services state-wide and extending the completion date from June 30, 2014 to June 30, 2015, effective July 1, 2014 or date of Governor and Executive Council approval, whichever is later.

Summary of contracted amounts by vendor:

52.9% Federal / 47.1 General

Contractor	Current Budget	Increase/Decrease Amount	Revised Modified Budget
Child & Family Services	\$ 173,606	\$ 86,803	\$ 260,409
Concord Hospital	\$ 148,812	\$ 74,406	\$ 223,218
Families First of the Greater Seacoast	\$ 57,844	\$ 28,922	\$ 86,766
Families in Transition	\$ 665,060	\$ 332,530	\$ 997,590
Grafton County	\$ 138,822	\$ 69,411	\$ 208,233
Greater Nashua Council on Alcoholism	\$ 2,713,890	\$ 1,356,945	\$ 4,070,835
Headrest, Inc.	\$ 502,900	\$ 251,450	\$ 754,350
Horizons Counseling Center, Inc.	\$ 379,152	\$ 189,576	\$ 568,728
Manchester Alcoholism Rehabilitation Center	\$ 2,241,198	\$ 1,120,599	\$ 3,361,797
The Mental Health Center of Greater Manchester, Inc.	\$ 54,228	\$ 27,114	\$ 81,342
Phoenix Houses of New England, Inc.	\$ 2,914,980	\$ 1,457,490	\$ 4,372,470
National Council on Alcoholism and Drug Dependence of Greater Manchester	\$ 864,936	\$ 432,468	\$ 1,297,404
Southeastern New Hampshire Alcohol and Drug Abuse Services	\$ 2,659,672	\$ 1,329,836	\$ 3,989,508
Tri-County Community Action Program	\$ 1,223,811	\$ 611,904	\$ 1,835,715
The Youth Council	\$ 150,026	\$ 75,013	\$ 225,039
Totals	\$ 14,888,937	\$ 7,444,467	\$22,333,404

Funds to support this request are anticipated to be available in the following accounts in SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 30, 2014  
Page 2 of 4

authority to adjust amounts within the price limitation and amend the related terms of the contracts without further approval from Governor and Executive Council.

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% General Funds)**

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)**

**Please see Attachment A for financial details**

### **EXPLANATION**

These sole source actions are requested to provide a continuum of substance abuse treatment services for SFY 2015 as the healthcare landscape in New Hampshire rapidly changes with the implementation of the New Hampshire Health Protection Program (NHHPP). Under the New Hampshire Health Protection Program a substance use disorders benefit will be made available in New Hampshire on a limited Medicaid basis for the first time. As a result of these changes and the immediacy with which the New Hampshire Health Protection Program is being implemented, the Department determined it was necessary to put forth a sole source amendment for this transition year. This Requested Action to approve 15 of 15 amendments totaling \$7,444,467 is anticipated to be spent state-wide for services that include community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children. Funds are used to support services for individuals who are not eligible for Medicaid or the New Hampshire Health Protection Program and for services not covered by these programs. See Matrix of Services (Attachment B).

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. Previously, the contractors have established rates and sliding fee scales independently; however, for SFY15, Bureau of Drug and Alcohol Services established a universal sliding fee scale for all contracted providers. The required universal sliding fee scale along with standardized service rates will ensure that clients bear the same degree of financial responsibility regardless of which Bureau of Drug and Alcohol Services contracted provider they access services with.

These contracts will continue to allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs of clients within particular regions of the state. Furthermore, the payment structure built into these contracts incentivizes practices that lead to positive client outcomes such as: abstinence, involvement in employment and/or education, and lack of involvement with the criminal justice system.

The following data illustrate the critical need for substance abuse treatment in New Hampshire. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration provides incidence rates for the 12 and over population in New Hampshire. Data collected in 2011/2012 provided the following rates:

- Alcohol Dependence or Abuse: 86,548 (6.79% of population)
- Illicit Drug Dependence or Abuse: 32,160 (2.76% of population)



- Needing but not receiving treatment for alcohol abuse: 73,949 (6.55% of population)
- Needing but not receiving treatment for illicit drug use: 28,563 (2.53% of population)

Recently, heroin and prescription drug use and the consequences of that use have reached epidemic proportion in New Hampshire:

- According to the 2011-2012 National Survey on Drug Use and Health, the rate of New Hampshire's young adults (ages 18 to 25) who reported non-medical use of pain relievers was the 11<sup>TH</sup> highest of all states, with 11.6% reporting abuse in the past year
- In the last ten years, the number of people admitted to state funded treatment programs rose by 90% for heroin use and by 500% for prescription opiate abuse. The sharpest increase was between 2012 and 2013.
- According to the New Hampshire State Police Forensic Laboratory, of traffic stops and arrests leading to a blood or urine test in 2012, 13%, or 704 arrests, involved heroin
- In 2011, drug-related deaths peaked at 200, more than ever before and four times as many deaths as in 2000, with 80% of drug deaths involving prescription medication, primarily opioid pain relievers

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

The vendors were originally selected for these agreements through a competitive bid process. The original contracts for SFY 2013 were approved by Governor and Counsel on June 20, 2012, (Items 96, 97, 99 – 110, 112). Amendments for SFY 2014 were approved on June 5, 2013 (Item # 102A), except Grafton County approved on July 10, 2013 (Item # 50) and The Youth Council on June 19, 2013 (Item # 134), with this request providing services for the period July 1, 2014 to June 30, 2015. These amendments represent level funding of all vendors.

This Governor and Executive Council package includes the amendment #2 and a copy of the Governor and Council Letters for amendment #1 and for the original contract for each contractor. An electronic copy of amendment #1 for each contractor can viewed on line at <http://sos.nh.gov/GC2.aspx>.

The following performance measures will be used to assess the effectiveness of the agreements:

- The timeliness with which providers respond to calls requesting services within 5 business days to conduct initial eligibility screening.
- A \$75.00 payment will be paid to the treatment contractor for each client who either completes or transfers to another treatment provider for continuing services.
- A \$50.00 client follow-up fee will be paid to the treatment contractor at 3 months and again at 6 months post-discharge for each client who is contacted for follow-up and who meets at least 3 of the outcome criteria below:
  - Abstinence: The client reports reduced or no substance use in the past 30 days.
  - Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
  - Crime and Criminal Justice: The client reports no arrests in the past 30 days.
  - Stability in Housing: The client reports being in stable housing.
  - Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 30, 2014  
Page 4 of 4

Area served: State-wide

Source of Funds: 52.9% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant and 47.1% General Funds.

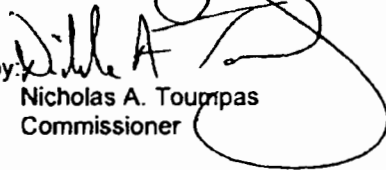
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Diane Langley  
Director

Approved by:



Nicholas A. Tourpas  
Commissioner

		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
		DEPARTMENT OF HEALTH TRAINING SERVICES																
		DIVISION OF COMMUNITY BASED CARE SERVICES																
		BUREAU OF DRUG AND ALCOHOL SERVICES																
		Matrix of Services																
		SP 2015 Amount	Outpatient (ASAM Level 1)	Outpatient Program & Promoting Women (ASAM Level 2.1)	Inpatient Outpatient (ASAM Level 2.1) - Program & Promoting Women (ASAM Level 2.1)	Intensive Outpatient (ASAM Level 2.2, Family Transitional (ASAM Level 2.2))	Low-Intensity Residential (ASAM Level 3.1, Family Transitional Living Program Women & Priority Women (ASAM Level 3.1))	High-Intensity Residential - Adult and Medium Intensity Residential (ASAM Level 3.2) - Adolescent (ASAM Level 3.2)	High-Intensity Residential - Adult and Medium Intensity Residential (ASAM Level 3.2) - Adolescent (ASAM Level 3.2)	Specialty Residential Treatment for Program & Promoting Women (ASAM Level 3.3)	Recovery Support Services - Promoting Women	Recovery Support Services - Promoting Women	Enhanced Services - Children and Transgendered	Enhanced Services - Transgendered				
1	Contractor																	
7	Child and Family Services of New Hampshire	\$ 46,803																
8	General Hospital, Inc.	\$ 74,608																
9	Franklin Park of the Greater Boston	\$ 28,822																
10	Franklin in Franklin	\$ 337,238																
11	Franklin County	\$ 89,411																
12	Greater Nashua Council on Alcoholism	\$ 1,358,845																
13	Headway	\$ 251,465																
14	Horsens Counseling Center, Inc.	\$ 189,278																
15	Manchester Addiction Rehabilitation Center	\$ 1,124,979																
16	Millmont Council on Alcoholism and Drug	\$ 431,148																
17	Orlando/Orlando Recovery	\$ 2,867,090																
18	Phoenix Veterans of War England, Inc.	\$ 3,323,838																
19	South Eastern New Hampshire Hospital and	\$ 3,323,838																
20	Drug Abuse Services	\$ 811,960																
21	1st County Comprehensive Action Programs, Inc.	\$ 37,114																
22	1st County Comprehensive Center of Greater	\$ 75,031																
23	Manchester, Inc.	\$ 7,644,443																
24	New York Council																	
25	Total																	



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate  
 Commissioner

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APPROVED BY \_\_\_\_\_

DATE 6/5/13

PAGE 12

ITEM # 102A

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to exercise renewal options with vendors by increasing the price limitations by \$7,596,887 in aggregate from \$7,596,890 in aggregate to \$15,193,777 in aggregate for a continuum of substance abuse treatment services state-wide and extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later.

Summary of contracted amounts by vendor:

<u>Vendor</u>	<u>Amount</u>
Child and Family Services of New Hampshire	\$86,803
Concord Hospital, Inc.	\$74,406
Families First of the Greater Seacoast	\$28,922
Families in Transition	\$332,530
Greater Nashua Council on Alcoholism	\$1,356,945
Headrest, Inc.	\$251,450
Horizons Counseling Center, Inc.	\$189,576
Manchester Alcoholism Rehabilitation Center	\$1,120,599
The Mental Health Center of Greater Manchester, Inc.	\$27,114
Monadnock Family Services	\$97,819
Northern Human Services	\$199,025
Phoenix Houses of New England, Inc.	\$1,457,490
National Council on Alcoholism and Drug Dependence of Greater Manchester	\$432,468
Southeastern New Hampshire Alcohol and Drug Abuse Services	\$1,329,836
Tri-County Community Action Programs, Inc.	\$611,904
<b>TOTAL</b>	<b>\$7,596,887</b>

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 14, 2013  
Page 2 of 4

Funds to support this request are anticipated to be available in the following accounts in SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contracts without further approval from Governor and Executive Council.

**05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% General Funds)**

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)**

**Please see attachment for financial details**

#### **EXPLANATION**

The requested action seeks approval of 15 of 17 agreements that represent \$7,596,887 of the \$7,741,314 total anticipated to be spent state-wide to provide a continuum of substance abuse treatment services via the accounting codes listed. These services include community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children. This request seeks to exercise the renewal option that exists within each of the vendor contracts. The Department anticipates that the remaining two agreements will be presented to Governor and Executive Council on June 19, 2013.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, these contracts will continue to allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 14, 2013  
Page 3 of 4

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The vendors were originally selected for this agreement through a competitive bid process. This request covers services for the period July 1, 2013 to June 30, 2014, and anticipates exercising the option to renew for one additional year as provided all of the previous vendor contracts, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with the listed vendors in State Fiscal Year 2013 in the amount of \$7,741,314 in the aggregate. This agreement represents level funding of all vendors.

The following performance measures will be used to measure the effectiveness of the agreements:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for I intensive outpatient treatment services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 14, 2013  
Page 4 of 4

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. Group recovery support aftercare services are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care. These group recovery support services are for clients discharged from substance use disorder treatment services provided under contract with the Bureau of Drug and Alcohol Services on behalf of the Department, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received substance use disorder treatment from a different agency through the statewide care coordination program under agreement with the Bureau of Drug and Alcohol Services on behalf of the Department.

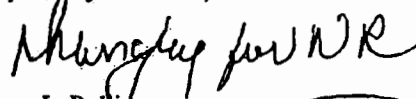
All treatment programs under contract with the Bureau of Drug and Alcohol Services on behalf of the Department are required to report on the National Outcome Measures (see attached) established by the Substance Abuse and Mental Health Services Administration, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the Electronic Health Record/Web Infrastructure Treatment System. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System.

Area served: State-wide

Source of Funds: 52.6% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant and 47.4% General .

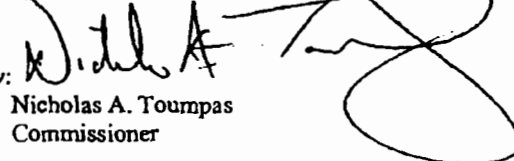
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

GTC 6-9-13

134 Bond



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES  
 BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
 Commissioner  
 Nancy L. Rollins  
 Associate Commissioner

106 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

June 4, 2013

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to exercise renewal options with vendors by increasing the price limitations by \$150,026 in aggregate from \$13,507,879 in aggregate to \$13,657,905 in aggregate for a continuum of substance abuse treatment services state-wide and extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later.

Summary of contracted amounts by vendor:

52.6% Federal 47.4% General

<u>Vendor</u>	<u>Amount</u>
The Youth Council	\$150,026
<b>TOTAL</b>	<b>\$150,026</b>

Funds to support this request are anticipated to be available in the following accounts in SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contracts without further approval from Governor and Executive Council.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% General Funds)

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)

Please see attachment for financial details

**EXPLANATION**

The requested action seeks approval of the 16th of 17 agreements (Governor and Council approved 15 of the agreements as a single item on June 5, 2013) and represents \$150,026 of the \$7,741,314 total anticipated to be spent state-wide to provide a continuum of substance abuse treatment services via the accounting codes listed. These services include community based outpatient, intensive outpatient, residential, transitional living, and



Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

June 4, 2013

Page 2 of 4

recovery support services, including specialized treatment services for pregnant and parenting women and their children. This request seeks to exercise the renewal option that exists within each of the vendor contracts. The Department anticipates that the remaining agreement will be presented to Governor and Executive Council in July, 2013.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, these contracts will continue to allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The vendors were originally selected for this agreement through a competitive bid process. This request covers services for the period July 1, 2013 to June 30, 2014, and anticipates exercising the option to renew for one additional year as provided all of the previous vendor contracts, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with the listed vendors in State Fiscal Year 2013 in the amount of \$7,741,314 in the aggregate. This agreement represents level funding of all vendors.

The following performance measures will be used to measure the effectiveness of the agreements:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

June 4, 2013

Page 3 of 4

- i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
    - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
    - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  - A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
    - i. Have completed a minimum of 6 sessions of outpatient treatment services
    - ii. Have completed a minimum of 8 days of intensive outpatient treatment services – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for I intensive outpatient treatment services) may be counted.
    - iii. Have completed a minimum of 14 days of residential treatment service
    - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. Group recovery support aftercare services are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care. These group recovery support services are for clients discharged from substance use disorder treatment services provided under contract with the Bureau of Drug and Alcohol Services on behalf of the Department, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received substance use disorder treatment from a different agency through the statewide care coordination program under agreement with the Bureau of Drug and Alcohol Services on behalf of the Department.

All treatment programs under contract with the Bureau of Drug and Alcohol Services on behalf of the Department are required to report on the National Outcome Measures (see attached) established by the Substance Abuse and Mental Health Services Administration, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the Electronic Health Record/Web Infrastructure Treatment System. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

June 4, 2013

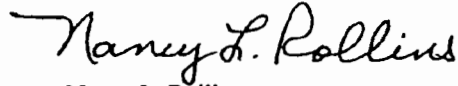
Page 4 of 4

Area served: State-wide

Source of Funds: 52.6% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant and 47.4% General .

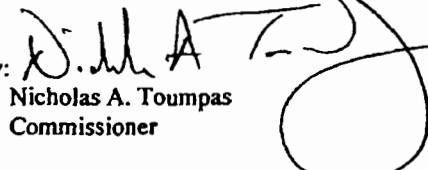
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

*[Handwritten initials]*



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
Commissioner  
  
Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6106 TDD Access: 1-800-735-2964

May 29, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
DATE 6/20/12  
PAGE 13  
ITEM # 103

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Child and Family Services of New Hampshire (Vendor #177166 B002), 464 Chestnut Street, Manchester, NH 03105, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$86,803.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$39,925.00
			Subtotal	\$39,925.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$19,474.00
			Subtotal	\$19,474.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$27,404.00
			Subtotal	\$27,404.00
			Total	\$86,803.00

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Child and Family Services of New Hampshire was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

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A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$86,803.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
  
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.


Area served: Manchester area.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 29, 2012  
Page 4 of 4

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

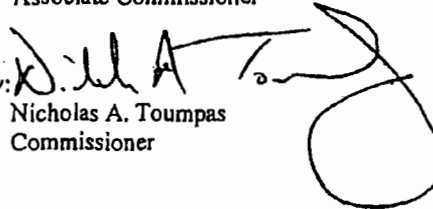
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner



NLR/ljp

5/23/12



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate  
Commissioner

106 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
DATE 6/20/12  
PAGE 14  
ITEM # 106

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Concord Hospital, Inc. (Vendor #177653 B014), 250 Pleasant Street, Concord, NH 03301, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$74,406.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$34,223.00
			Subtotal	\$34,223.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$16,693.00
			Subtotal	\$16,693.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$23,490.00
			Subtotal	\$23,490.00
			Total	\$74,406.00



### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Concord area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
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- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
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In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Concord Hospital, Inc. was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

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A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$74,406.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Concord.

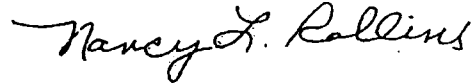
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His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

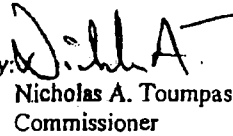
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:

  
Nicholas A. Toumpas  
Commissioner

NLR/ljp

22



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES  
BUREAU OF DRUG AND ALCOHOL SERVICES

COPY

Nicholas A. Toumpas  
Commissioner  
Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-788-2984

May 24, 2012

APPROVED BY \_\_\_\_\_  
DATE 6/20/12  
PAGE 13  
ITEM # 100

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Families First of the Greater Seacoast (Vendor # 166629 ), 100 Campus Drive, Suite 12, Portsmouth, New Hampshire, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$28,922.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$28,922.00
			Total	\$28,922.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Portsmouth area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2012  
Page 2 of 3

include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Families First of the Greater Seacoast was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$28,922.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

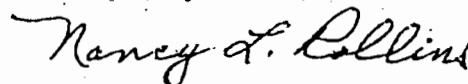
- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service.
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Portsmouth New Hampshire.

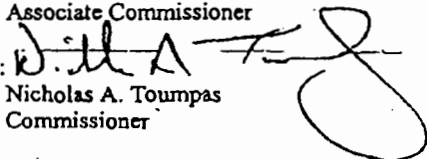
Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:   
Nicholas A. Tournpas  
Commissioner

NLR/df

21  
513



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES  
*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Toumpas  
Commissioner  
  
Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2984

May 29, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
DATE 6/20/12  
PAGE 13  
ITEM # 101

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Families in Transition (Vendor #157730 B001), 122 Market Street, Manchester, NH 03101, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$332,530.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS-TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$332,530.00
			Subtotal	\$332,530.00
			Total	\$332,530.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 29, 2012  
Page 2 of 3

include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Families in Transition was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$332,530.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.  
i. ~~Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.~~



- ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
- iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Manchester area.

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

*Nancy L. Rollins*

Nancy L. Rollins  
Associate Commissioner

Approved by:

*Nicholas A. Toumpas*  
Nicholas A. Toumpas  
Commissioner



NLR/ljp

Handwritten initials/signature in the top left corner.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate Commissioner

106 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6106 TDD Access: 1-800-735-2964

May 25, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
DATE 6/20/12  
PAGE 14  
ITEM # 110

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Greater Nashua Council on Alcoholism D/B/A Keystone Hall (Vendor #166574 B001), 615 Amhurst Street, Nashua, NH 03060, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$1,356,945.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$833,565.00
			Subtotal	\$833,565.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$217,425.00
			Subtotal	\$217,425.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$305,955.00
			Subtotal	\$305,955.00
			<b>Total</b>	<b>\$1,356,945.00</b>

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 2 of 4

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Greater Nashua area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Greater Nashua Council on Alcoholism D/B/A Keystone Hall was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$1,356,945.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
  
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

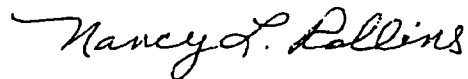
Area served: Greater Nashua area.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

Source of Funds: 61.43% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 36.32% General Funds and 2.25% Other (Highway) Funds.

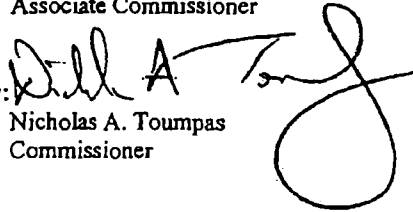
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/ljp

JK  
SRD



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner  
  
Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6106 TDD Access: 1-800-735-2964

May 24, 2012 APPROVED BY \_\_\_\_\_  
DATE 6/20/12  
PAGE 13  
ITEM # 97

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Headrest, Inc. (Vendor # 175226), 14 Church Street, Lebanon, NH 03766, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$251,450.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$115,654.00
			Subtotal	\$115,654.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$56,413.00
			Subtotal	\$56,413.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$79,383.00
			Subtotal	\$79,383.00
			Total	\$251,450.00

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Lebanon Area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
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- Illicit Drug Dependence: 32,240 (2% of population)
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- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Headrest, Inc., was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$251,450.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
  
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Lebanon Area.

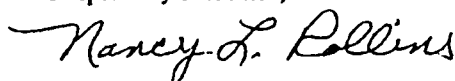


His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2012  
Page 4 of 4

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

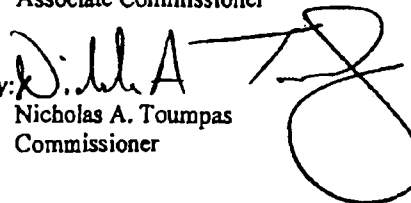
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/df

RW  
H



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate Commissioner

106 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
DATE 6/20/12  
PAGE 13  
ITEM # 99

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Horizons Counseling Center, Inc. (Vendor #156808 B001), 25 Country Club Road, Suite 705, Gilford, NH 03249, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$189,576.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$87,195.00
			Subtotal	\$87,195.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$42,532.00
			Subtotal	\$42,532.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$59,849.00
			Subtotal	\$59,849.00
			Total	\$189,576.00

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 2 of 4

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Gilford, Laconia and Plymouth areas.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Horizons Counseling Center, Inc. was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$189,576.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
  
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
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  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

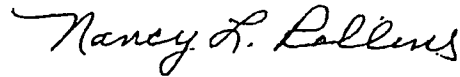
Area served: Gilford, Laconia and Plymouth areas.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

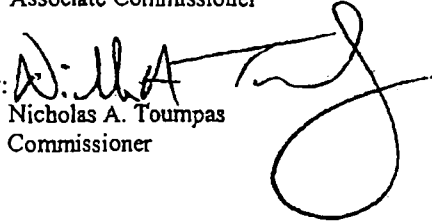
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/ljp

5/2/12



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Troumpas  
Commissioner

106 PLEASANT STREET, CONCORD, NH 03301

603-271-6100 1-800-804-0909

Nancy L. Rollins  
Associate Commissioner

FAX: 603-271-6106 TDD Access: 1-800-735-2964

May 24, 2012

APPROVED BY \_\_\_\_\_

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council

DATE 6/20/12

State House

PAGE 14

Concord, New Hampshire 03301

ITEM # 104

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Manchester Alcoholism Rehabilitation Center (Vendor # 177204), 555 Auburn Street, Manchester, NH 03103, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$1,120,599.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$515,420.00
			Subtotal	\$515,420.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$251,406.00
			Subtotal	\$251,406.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$353,773.00
			Subtotal	\$353,773.00
			Total	\$1,120,599.00

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester Area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Manchester Alcoholism Rehabilitation Center was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$1,120,599.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Manchester Area.

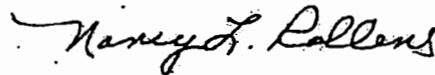


His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2012  
Page 4 of 4

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration,  
Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.15% Other (Highway)  
Funds.

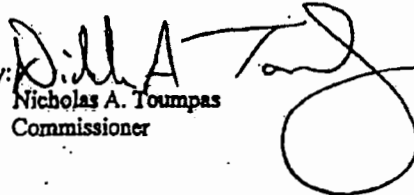
In the event that the Federal or Other Funds become no longer available, General Funds will not be  
requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/df

RJH



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate  
Commissioner

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May 25, 2012

APPROVED BY \_\_\_\_\_

DATE 6/20/12

PAGE 14

ITEM # 111

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with The Mental Health Center of Greater Manchester, Inc. (Vendor #177184 B001), 401 Cypress Street, Manchester, NH 03103, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$27,114.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$12,377.00
			Subtotal	\$12,377.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$6,083.00
			Subtotal	\$6,083.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$8,654.00
			Subtotal	\$8,654.00
			<b>Total</b>	<b>\$27,114.00</b>

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
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- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The Mental Health Center of Greater Manchester was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$27,114.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
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- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
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  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
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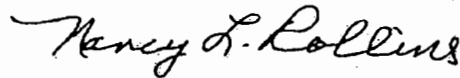
Area served: Manchester.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

Source of Funds: 45.65% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 51.16% General Funds and 3.19% Other (Highway) Funds.

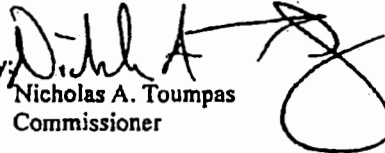
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

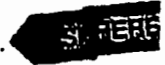


Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner



NLR/df

570



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate  
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 24, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
DATE 6/20/12  
FACIL 14  
ITEM # 108

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Phoenix Houses of New England, Inc. (Vendor # 177589), 99 Wayland Ave., Suite 100, Providence, RI 02906, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$1,457,490.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$670,372.00
			Subtotal	\$670,372.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$326,988.00
			Subtotal	\$326,988.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,  
HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$460,130.00
			Subtotal	\$460,130.00
			Total	\$1,457,490.00

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Statewide.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Phoenix Houses of New England, Inc. was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$1,457,490.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
  
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Statewide.

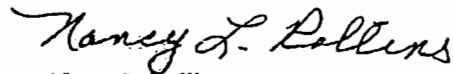


His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2012  
Page 4 of 4

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

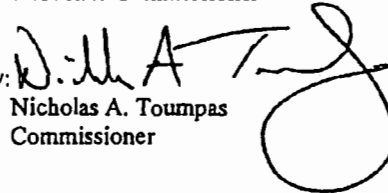
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/df

MS  
5/25/12



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner  
  
Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6105 TDD Access: 1-800-736-2964

May 25, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
DATE 6/20/12  
PAGE 14  
ITEM # 107

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with National Council on Alcoholism and Drug Dependence of Greater Manchester, (Vendor #177265 B001), 101 Manchester Streetm Manchester, NH 03105, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$432,468.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$198,914.00
			Subtotal	\$198,914.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$97,024.00
			Subtotal	\$97,024.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$136,530.00
			Subtotal	\$136,530.00
			Total	\$432,486.00

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

National Council on Alcoholism and Drug Dependence/Greater Manchester was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$432,468.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
  
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

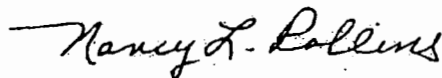
Area served: Manchester area.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

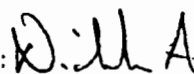
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/ljp

Handwritten initials/signature in the top left corner.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6106 TDD Access: 1-800-735-2964

May 25, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_  
DATE 6/20/12  
PAGE 14  
ITEM # 105

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001), 272 County Farm Road, Dover, NH 03820, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$1,329,836.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$753,339.00
			Subtotal	\$753,339.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$239,491.00
			Subtotal	\$239,491.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$337,006.00
			Subtotal	\$337,006.00
			Total	\$1,329,836.00

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Dover area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
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- Illicit Drug Dependence: 32,240 (2% of population)
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- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Southeastern New Hampshire Alcohol and Drug Abuse Services was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$1,329,836.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Dover area.

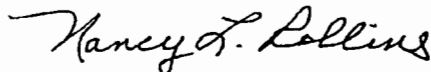


His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

Source of Funds: 56.65% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 40.82% General Funds and 2.53% Other (Highway) Funds.

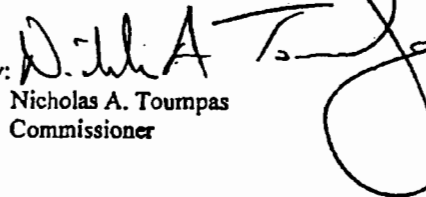
In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Tourmpas  
Commissioner

SIGN HERE

NLR/ljp

12  
5/20  
[Signature]



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas  
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105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6100 1-800-804-0909  
FAX: 603-271-6106 TDD Access: 1-800-735-2964

May 24, 2012 APPROVED BY

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

DATE: 6/22/12  
PAGE: 13  
ITEM #: 102

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Tri-County Community Action Programs, Inc. (Vendor #177195), 30 Exchange Street, Berlin, NH 03570, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$611,907.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$281,447.00
			Subtotal	\$281,447.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$137,281.00
			Subtotal	\$137,281.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$193,179.00
			Subtotal	\$193,179.00
			<b>Total</b>	<b>\$611,907.00</b>

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, statewide

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Tri County Community Action Programs, Inc., was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$611,907.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
  - ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
  - iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).
  
- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:
  - i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
  - i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

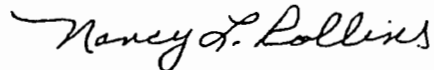
Area served: Statewide.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 24, 2012  
Page 4 of 4

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.15% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/df



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF COMMUNITY BASED CARE SERVICES

*BUREAU OF DRUG AND ALCOHOL SERVICES*

Nicholas A. Tourpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-6100 1-800-804-0909  
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

APPROVED BY \_\_\_\_\_

DATE 6/20/12

PAGE 14

ITEM # 112

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with The Youth Council (Vendor #154886 B001), 112 West Pearl Street, Nashua, NH 03060, to provide for a continuum of substance abuse treatment services, in an amount not to exceed \$75,013.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	\$34,424.00
			Subtotal	\$34,424.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	\$16,876.00
			Subtotal	\$16,876.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	\$23,713.00
			Subtotal	\$23,713.00
			<b>Total</b>	<b>\$75,013.00</b>

### EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Nashua area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

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In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The Youth Council was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of \$75,013.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
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  - ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.
  
- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:
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  - ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
  - iii. Have completed a minimum of 14 days of residential treatment service
  - iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Nashua.

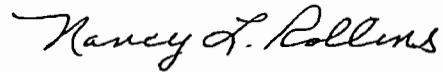


His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
May 25, 2012  
Page 4 of 4

Source of Funds: 45.89% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.95% General Funds and 3.16% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

NLR/df